

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

RFP No. IFCI/IT/GEM/2023-24/AUG/01

Dated: 09/08/2023



Request for Proposal (RFP)

For

Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Mode of Tender – e-tendering on GEM Portal

**To be submitted before
17:30 Noon on 19/08/2023**

**Addressed
To
General Manager (IT)
IFCI Limited
IFCI Tower, 61 Nehru Place New
Delhi - 110019**

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Disclaimer

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 Bidder with information to assist the formulation of their proposals.

This RFP does not claim to contain all the information each bidder may require. Bidder(s) should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary, may obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This document is meant to provide information only and with an 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 requirement or form basis of any contract. No representation or warranty, expressed or implied, is made regarding reliability, accuracy or the completeness of any of the information contained herein. There may be deviation or change in any of the herein mentioned information.

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By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient by or on behalf of IFCI.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.

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.

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CHAPTER - 1

Introduction, Key Events and Dates

For

Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

RFP No. IFCI/IT/GEM/2023-24/AUG/01

**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
Phone: 011-4173 2000**

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

1. Introduction

- a. IFCI Limited (a Government of India Undertaking) having its Head office at New Delhi and offices at various other locations including its subsidiaries. engaged in the business of providing financial assistance in the form of loans & equity participation in any other form or scheme etc.
- b. This request for Proposal (RFP) has been issued for procurement of AMC for SUN SPARC T5-2 Servers.
- c. In order to meet the requirements, IFCI proposes to invite tenders from eligible vendors (who meet the eligibility criteria given in Chapter-III of this RFP) as per details/scope of work mentioned in this RFP document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this RFP. Interested Bidders are advised to go through the entire document before submission of Bids.

2. Invitation for Tender Offers

- a. IFCI invites Limited e-tender through GeM Portal, in two bid system (Technical and Financial bid), from **Authorised OEM's (Oracle) Support Partner's Firm/ Company/ Organization** having sufficient experience for **AMC Renewal for SUN SPARC T5-2 Servers**.
- b. IFCI reserves the right to cancel this RFP at any stage of the tendering process.
- c. IFCI reserves the right to alter the scope of work at any stage with suitable adjustment in charges payable.

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3. Key Events & Dates

Sl. No.	Particulars	Details
01	Tender Notice No	IFCI/IT/GEM/2023-24/AUG/01
02	Bid Security/ EMD	Rs. 17,250/- (Rupees Seventeen Thousand Two Hundred Fifty Only)
03	Tender Name	Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers
04	Date of Issue	09/08/2023
05	Last date for seeking clarifications, if any	11/08/2023, 02:30 PM
06	Last date & time of submission of Bid (Technical & Commercial)	19/08/2023, 17:30 Noon
07	Date & time of opening of Technical Bids	19/08/2023, 18:00 PM
08	Date & time of opening of Commercial Bids	Shall be communicated to technically qualified bidder(s)
09	Name of the contact person for any clarification	Ms. Nupur Kaushik -9990725679 Mr. Shiv Kumar -9560021905
10	e-mail Address	itrfpquery@ifcilttd.com (Please quote the RFP No. i.e., IFCI/IT/GEM/2023-24/AUG/01 in the Subject Line of the e-mail)
11	Validity of Proposal	The rates in tender document shall be kept open from acceptance for a minimum period of 90 (ninety) days from last due date of offer submission (incl. extension, if any)

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

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CHAPTER -2

INSTRUCTIONS TO BIDDER(S)

For

Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
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Instructions to Bidder(S)

1. Bidder(s) shall submit their bid (comprising of "Technical" and "Financial" bid), online at GEM Portal.
2. **On Line submission of bids:** Online bids will have to be submitted within the time specified on website <https://gem.gov.in/> the following manner:-
 - a) **Technical Bid: Scanned Copies to be uploaded (.pdf):**
 - i. The technical information should be prepared very carefully and as indicated in the tender document since it will form the basis for pre-qualification of bidder(s). Only relevant and to the point information/document should be uploaded. Failure to provide any required information may lead to the rejection of the offer. Bidder(s) must read the tender document very carefully before signing it.
 - b) **Financial Bid: (.xls):** Bidder(s) must read the terms and condition as mentioned in this tender document and submit the form accordingly. Bidder(s) are required to check the prices / amount carefully before uploading financial bid.
3. Submission of more than one bid is not allowed and shall result in disqualification of the bidder.
4. **Validity of bids:** Bid submitted by the Bidder(s) shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of bid (Technical and Financial), including extensions, if any.
5. IFCI reserves the right to reject any or all the bids without assigning any reasons thereof.
6. **Authorization and Attestation:** Bidder(s) must submit an Authorization Letter or valid Power of Attorney on behalf of firm for signing the document.
7. The Standard Terms and Conditions of this RFP also form part of the Limited e-Tender specifications. The information furnished shall be complete by itself. Bidder(s) are required to furnish all the details and other documents as required.
8. Bidder(s) are advised to study all the tender documents carefully.
9. Any conditional bid received shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder(s).
10. Any submission of bid shall be deemed to have been done after careful study and examination of this RFP document and with the full understanding of the implications thereof.
11. For any clarification Bidder(s) may contact IFCI following the time lines as mentioned in Chapter 1, Section 3: Key Events and Dates.

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12. The specifications and terms and conditions shall be deemed to have been accepted by the Bidder(s) in their offer.
13. Non-compliance with any of the requirements and instructions of this RFP document may result in the rejection of the tender.
14. This document constitutes no form of commitment on the part of the IFCI. Merely participation in this Tender Document by any party does not confer or constitute any right of association with IFCI.

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CHAPTER - 3

Eligibility Criteria

For

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi – 110019
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ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION OF THE BIDDER(S)

Bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation:

Sl. No.	Criteria	Documents To be submitted
1	The bidder should have a registered office in India. (Preferably in Delhi/NCR)	Certificate of incorporation.
2	The bidder should have experience in providing AMC services for SUN SPARC T5-2 servers or similar servers in the past three years starting from 2019-20 and should provide proof of successful completion of such contracts.	Relevant supporting documents like "Award of Contract"/ "Certificate of Satisfactory Service".
3	The bidder should be an authorized partner or reseller of Oracle and should have a valid certificate of authorization from Oracle to provide back-to-back field level support for SUN SPARC T5-2 servers.	OEM Authorisation Letter must be attached
4	Annual turnover of 30 Lakhs or more in each of the 3 financial years starting from 2019-20 with net profit in at least 2 financial years.	Audited / CA Certified copies of the balance sheet and profit & loss statement for the last 3 (three) completed financial years
5	The bidder should have at least 2 qualified and certified engineers who can handle the technical issues and maintenance of SUN SPARC T5-2 servers. The bidder should also provide details of the engineer's qualifications, certifications, and experience	Declaration signed by authorized signatory of the Bidder(s) on their letterhead.
6	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government Agencies	Undertaking/declaration signed by authorized signatory of the Bidder(s) on their letterhead.
7	Acceptability of all conditions contained in the tender document by the bidder(s). No further deviations to any mentioned clause shall be sought for.	Undertaking/declaration signed by authorized signatory of the Bidder(s) on their letterhead.
8	Integrity Pact – to be executed on plain paper	Integrity pact to be signed by Authorised signatory

IMPORTANT NOTE:

IFCI reserves the right to examine the details furnished by the Bidder(s). The Financial Bids of only those Bidder(s), who qualify minimum eligibility criteria and fulfilling terms and conditions specified in technical bid only will be opened. IFCI reserves the right to reject the Tender without assigning any reason thereof.

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CHAPTER - 4

Scope of Work

For

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
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RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Scope of Work

Hardware under AMC Contract as mentioned below:

Description	Serial No.	Contract Expiry Date
AMC Support SUN SPARC T5-2	AK00307678	10/08/2023
AMC Support SUN SPARC T5-2	AK00307679	
Oracle Solaris Cluster Support		

AMC Support

- The vendor shall provide a comprehensive Annual Maintenance Contract for the equipment mentioned in the above table for a period of **six months**.
- In case of non-Availability of a particular spare, Vendor may also replace existing hardware with the equivalent or higher configuration in compliance with the licensing policy. However, it is the vendor's responsibility to ensure that all the existing applications are operationalized on the new hardware without any data loss.
- Bug Fixing / Patches Upgrade to the operating system software installed wherever applicable.
- The vendor shall ensure compatibility of the hardware, software, and other equipment's that they supply with the hardware and software systems being used in IFCI in event of Hardware failure.
- The selected vendor Must provide a back-to-back support contract with Oracle (OEM) for all Oracle/SUN related hardware equipment. Evidence for back-to-back support to be furnished.

Server, OS, Storage and Configuration Management

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

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

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

- Responsible for De-commissioning/re-installation/re-configuration, as accepted by IFCI. The transportation shall be borne by IFCI. The vendor is responsible for migration of data from the existing Storage Systems to the satisfaction of IFCI Limited.
- AMC terms shall also cover the task of configuring/re-configuring operating system/ Storage software, other hardware/software resources, Operating System Hardening, loading of the other system software procured either from the vendor or any other vendor, Hard Disk Configuration, Performance tuning, Loading & configuring operating system updates, integrating with the any other hardware procured by IFCI and any other tasks related to Hardware & System Software Management.

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The AMC terms & conditions shall cover the total equipment, including spare replacements along with OS, system software, licenses etc. With maintenance (Minimum 24/7 support) by email, telephone, and onsite support, if any.

Preventive Maintenance

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

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

Support Resource

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

Other activities proposed to implement/provide onsite support during contract period.

- Planned / Unplanned DC DR Drill / cut over.
- Migration of DC / DR to a new location, if necessary, anywhere in India

Service Level Agreements (SLA)

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

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

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

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

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

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

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

Period of Contract: Procurement of AMC Renewal for SUN SPARC T5-2 Servers for the period of Six months from Oracle Authorized Field level support providers.

Payment Terms: Payment on Quarterly Advance basis

General Terms and conditions

- The vendors are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in the tender document carefully. Failure to furnish all information required in the Tender Document or submission of the quotations shall be submitted strictly in conformity with the specifications.
- IFCI is not responsible for non-receipt of quotations within the specified due date to any reason including network issues or holidays.
- No erasures or over-writing shall be allowed.

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

CHAPTER - 5

Bid Submission and Evaluation Guidelines

For

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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61 Nehru Place, New Delhi - 110 019
Phone: 011-4173 2000**

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Bid Submission and Evaluation Guidelines

RFP document submission is required to be done as under:

Tender documents (Technical & Financial Bid) should be submitted online on GEM Portal <https://gem.gov.in/>

Bid Submission

Bidder(s) who wish to participate in this tender must be registered as seller at <https://gem.gov.in/>

Bidder(s) shall submit their offer online in an electronic format both for "Technical" and "Financial bid".

- a. Before submitting the bid, the bidder(s) shall ensure that all the documents and annexures being uploaded are self-certified/ signed by the Bidder(s).
- b. On-line submission of bids: Online bids will have to be submitted within the time specified on website <https://gem.gov.in/>

Bid Security / Earnest Money Deposit (EMD)

Bids received without EMD is liable to be rejected. Bidder(s) should pay specified amount towards Earnest Money deposit as follows:

- Rs. 17,250/- (Rupees Seventeen Thousand Two Hundred Fifty Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank **in favour of "IFCI Ltd."** **payable at New Delhi;**
- EMD may be deposited in IFCI's bank account as per details given in **Annexure-13;** and
- EMD will not carry any interest.

EMD will be refunded to the unsuccessful bidder(s) after finalization of the bid and EMD of successful bidder(s) shall be returned after acceptance of entire terms and conditions mentioned in the tender document and submission of security deposit/Bank Guarantee.

The Earnest Money Deposit submitted by the bidder(s) may be forfeited if,

- Successful bidder fails to accept the terms and conditions mentioned in the Agreement within specified time as per intimation/request of IFCI;
- Successful Bidder withdraws their tender or backs out after acceptance;
- Bidder(s) withdraws their tender before the expiry of validity period stipulated in the bidding document;

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- Bidder(s) violates any of the terms and conditions of the tender;
- Bidder(s) revises any of the items quoted during the validity period;
- Bidder(s) is found to have indulged in fraudulent practices in the bid submission process.

Performance Security / Bank Guarantee

The Successful Bidder needs to deposit a Performance Bank Guarantee within 30 days from the date of acceptance of work order, for an amount of 3% (Three per cent) of the Contract Value, which shall be valid for six months from the date of issue plus a claim period of three months. Also, in the event of an extension of contract, BG must be extended to cover extended contract period plus a claim period of 3 months.

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 and upon being satisfied for the performance of the obligations of selected bidder under the contract.

Failure 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 IFCI, shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

In the event the selected bidder is unable to provide the services as mentioned in this RFP, during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be invoked by IFCI.

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

Return of Performance Security

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

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

Technical Bid (Eligibility Criteria)

Technical bid response must comply with the annexures provided and all the compliances stated in **Chapter 3 Eligibility Criteria**.

IFCI reserves the right to waive any of the Technical Specification during technical evaluation, if in IFCI's opinion it is found to be minor or an acceptable deviation.

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Financial Bid

The rates as given in the financial bid shall be quoted in figures and the rates must be inclusive of all taxes. The bidder(s) are required to check the prices/amount carefully before uploading the financial bid.

- a. Only one bid would be considered from one firm/company.
- b. The Bidder(s) are also advised to visit IFCI's website on a regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

Prospective bidder(s) will be notified of the amendment which will be final and binding on all the bidder(s) via notification of the GEM Portal and IFCI Website only.

In order to allow prospective bidder(s) reasonable time to take the amendment into account, in preparing their Bid, IFCI at its discretion, may extend the deadline for the submission of Bid.

Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

Note:

- If the online submission does not include all the information required or is incomplete, the proposal would be liable to be rejected.
- Bid(s) submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and would be liable to be rejected by IFCI.
- The evaluation of the bids will only be based on the documents uploaded online on GEM Portal <https://gem.gov.in/>
- The bid(s) shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable to be rejected.
- In the first stage, only TECHNICAL BID will be opened and evaluated for the Bidder(s) qualifying the eligibility criteria. Bidder(s) who satisfy the technical requirements as determined by IFCI, shall qualify for the FINANCIAL BID evaluation.
- The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of desired solution at optimal cost. The purpose of it is only to provide the Bidder(s) an idea of the evaluation process that IFCI may adopt.
- IFCI reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and financial responses by the prospective bidder(s)), without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.
- IFCI's decision in respect of evaluation methodology and short listing of bidder(s) will be final and no claims, whatsoever in this respect, shall be entertained.

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- The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

Transfer of Bid Document/ Award

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

Evaluation of Technical Bids

The Tender Evaluation Committee constituted by IFCI Limited will conduct the evaluation of technical bids. IFCI will evaluate and compare the bids which have been determined to be substantially responsive.

IFCI reserves the right to open the bid(s) at the specified/notified time and date, irrespective of the attendance or absence of the bidder(s).

Price Evaluation Criteria

Bidder(s) should quote their rates/prices in Indian Rupees only which shall be inclusive of all applicable taxes for entire scope of work as per Price bid format included of this tender document.

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CHAPTER - 6

Standard Terms & Conditions

For

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

RFP No. IFCI/IT/GEM/2023-24/AUG/01

**IFCI Limited, IFCI Tower
61 Nehru Place, New Delhi - 110 019
Phone: 011-4173 2000**

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Standard Terms and Conditions

Clarification of Tender Document

The prospective Bidder(s) requiring any clarification may notify IFCI in writing or by e-mail as specified in Key Events and Dates section.

Amendment of Tender Document

IFCI reserves its right to modify the Tender Document at any stage of tender process by an amendment. In order to accord prospective Bidder(s) reasonable time to prepare their bid, IFCI may, at its sole discretion, extend the last date and time for submission of Bid.

Completeness of Response

Bidder(s) 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 this RFP document with full understanding of its implications.

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

Proposal Cost

IFCI shall not be liable for any cost incurred by bidder(s) in preparing responses to this RFP or for any work performed prior to official appointment by IFCI.

Any other Information

In addition to the information desired in the terms and conditions as well as in the technical bid, the Bidder(s) may provide any other information/description like performance figures specified/ indicated along with supporting documents/calculations.

Validity of the Bid

The Bid shall remain valid for acceptance for a minimum period of Ninety (90) days from the last date of submission of Bid (Technical and Financial), including extensions, if any.

In exceptional circumstances, IFCI may solicit the Bidder(s) consent for extension of the period of validity. The request and response thereto shall be made in writing.

Exclusivity

IFCI will choose one (1) successful bidder to provide the required services.

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Further, no Consortium bids as well as sub-contracting in any form, shall be accepted.

Micro & Small Enterprises (MSEs)

Bidder(s) claiming exemption for Micro and Small Enterprises (MSEs) shall provide copy of valid Registration Certificate. MSE Bidder(s) shall provide certificate of registration from either of following agencies:

- National Small Industries Corporation;
- Any other body specified by Ministry of MSME.

The Registration Certificate should clearly indicate the monetary limit, if any, and the items for which bidder(s) are registered with any of the aforesaid agencies.

MSE - Allocation

As the nature of this procurement is such that it cannot be split, hence MSME allocation will not be applicable for this procurement.

Preference to Make in India (MII)

As per GeM guidelines

Language

The Bidder(s) 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.

1. 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.
2. If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: If the Bidder does not accept the correction of errors, their bid will be rejected.

Rejection of Bid

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

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

(i) General Rejection Criteria

- Any effort by a Bidder to influence IFCI in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder(s) 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 evidence of cartelisation.
- 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.

(ii) Technical Rejection Criteria

- Technical Bid containing financial details.
- Revelation of Prices in any form or by any reason before opening the Financial 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.
- Bidder(s) 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.

(iii) Financial Rejection Criteria

- Incomplete Price Bid.
- Price Bids that do not conform to the Tender's price bid format.

Confidentiality of the Document

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 by any means, IFCI holds the right to take such action as may be necessary.

Conflict of Interest

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Bidder(s) must disclose to IFCI in their proposal any potential conflict of interest, including any conflict which may involve IFCI employees who may have a financial interest in the Bidder. If such conflict of interest exists, IFCI may, at its discretion, refuse to consider the Proposal.

Non-Collusion

Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder or their agent or representative about the preparation of their Proposal. Bidder shall attest that its participation in the RFP process is conducted without collusion or fraud.

If IFCI discovers there has been a breach of this Requirement at any time, IFCI reserves the right to disqualify the bid or to terminate any ensuing Agreement.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with IFCI. IFCI reserves the right to reject (during any stage of the Tendering 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.

Clarification of bids

During evaluation of Bids, IFCI, at its discretion, may ask the Bidder(s) for clarification on their Bid submitted. The request for clarification and the response shall be in writing (e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

Debarment

In case of any misconduct or fraudulent practice, bidder may be debarred in accordance with Guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 02/11/2021.

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 subcontracts 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.

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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 in which event IFCI may award the contract to any other bidder or call for new bids.

Good Faith Statement

All information provided by IFCI in this RFP is offered in good faith. Individual items are subject to change at any time. IFCI makes no certification that any item is without error. IFCI is not responsible or liable for any resulting claims arising out of use of this information.

Award of Contract

Before the expiry of the period of validity of the proposal, IFCI shall notify the **L1** Bidder in writing by letter or e-mail, 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 Bidder fails to accept the LOI/PO/Work Order, IFCI will be free to award the contract to other Bidder(s) in accordance with ranking subject to their matching price approved by IFCI.

Commencement of Work

The successful bidder shall commence services with three (3) days off award of contract or as per the schedule provided by IFCI and shall proceed with the same with due expedition without delay.

If the bidder fails to provide the services within the stipulated time as per LOI/PO/Work Order or as intimated, IFCI at its sole discretion will have the right to cancel the contract.

Services shall be provided 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.

Termination Clause

IFCI at its absolute discretion, reserves its right to terminate the contract/ 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 in the event of unsatisfactory performance or on breach of any

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

stipulated conditions or qualitative dimensions of the various services specified/agreed upon by the selected bidder, 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.
 - 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.
 - for any reason whatsoever, the selected bidder becomes disentitled in law to perform his obligations under this contract/agreement.
 - the bidder is involved in wrongful billing. In addition, hereto wrongful billing shall also result in the bidder being debarred in accordance with guidelines on "Debarment of firms from bidding" issued by Department of Expenditure, Ministry of Finance (O.M. No. F.1\20\2018-PPD) dt: 2/11/2021.

Indemnity

The bidder shall indemnify to protect and save IFCI, its employees, personnel, officers, directors and representatives against all claims, losses, costs, damages, expenses, action suits and other proceedings.

Jurisdiction

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

Violation of Terms

IFCI clarifies that IFCI shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder(s) and its Partner(s) from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies.

IFCI may have at law or in equity, including without limitation, a right for recovery of any amounts and related costs and a right for damages.

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Penalty for deficiency in Services

Any delay/failure in completion of the job as per the scope of work or part thereof will invite imposition of penalty @ 2% of the contract value per week and/or invocation of performance bank guarantee.

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 Bidder from full compliance with the RFP specifications and other contract requirements, if the Bidder is selected.

Force Majeure

IFCI may cancel the award without any penalty or may extend time limit set for the completion of the work as deemed fit in case the timely completion of the work is delayed by force majeure beyond the selected bidder's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed.

Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotions.

The successful Bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

- a. That within 2 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the successful bidder informs 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; and
- 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.

Merger/ Acquisition of Bidder

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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

Delays in the Bidder's Performance

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 may not be in a 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.

Preliminary Examinations

- IFCI will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- IFCI at its sole discretion, may waive any minor nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- Prior to the detailed evaluation, IFCI will determine the substantial responsiveness of each Bid to the Bidding document. For the purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations.
- If a Bid is not substantially responsive, it will be rejected by IFCI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Bidder(s) are expected to examine all instructions, forms, terms and specification in this RFP. Failure to furnish all information required by this RFP or to submit a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in the rejection of Bid.

Reservation Right

Bidder(s) will not have the right to change conditions, terms or prices of the proposal at any stage, nor shall bidder(s) have the right to withdraw a proposal once it has been submitted.

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 in this RFP document.

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Transition Process

Upon termination or expiration of this Contract, IFCI and the Bidder shall reasonably cooperate with each other to affect a smooth transition so as not to impose undue hardship.

Liquidated Damages and Penalties

If the Selected Bidder fails to provide the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, have the right to forfeit the performance security.

The Bidder covenants to be bound by the decision of IFCI without any demure in such an eventuality.

Confidentiality of Information

Disclosure of any part of 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.

ARBITRATION & RECONCILIATION:

- iii) All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (IFCI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.
- iv) 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. Arbitration proceeding shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- v) The cost of arbitration shall be borne equally by both the parties.
- vi) Work under the contract shall be continued during the arbitration proceedings unless otherwise directed by the IFCI or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Miscellaneous Terms & Conditions:

- a. This tender document contains information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with IFCI. Neither IFCI nor any of its employees, agents, contractors, or advisors gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document;
- b. Each respondent should notify IFCI Ltd of any error, omission, or discrepancy found in this tender document;
- c. A Respondent will, by responding to IFCI Ltd for tender, be deemed to have accepted the terms of this RFP;
- d. Selected bidder shall during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by IFCI, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through Tax consultant or its personnel or agents;
- e. The Bidder(s) are requested to submit their bids (technical and financial) prior to last date of submission to avoid any technical or other difficulty resulting in non-submission of their bids due to non-availability of portal at last moment and or any other reason whatsoever;
- f. At any time prior to the deadline for submission of Bids, IFCI may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum;
- g. Bidder should provide all the information ensuring its completeness and accuracy, in the desired format in clear and unambiguous manner.
- h. Each bidder shall submit only one bid for a single assignment.
- i. If any false information/ documents are provided/ submitted in the bid document, IFCI reserves the right to reject such bid at any stage or to terminate the contract, if awarded, with immediate effect and take legal action against the bidder/ appointed firm, as may be appropriate.
- j. The successful Bidder shall nominate a Nodal Officer, within 2 days from the award of the work/contract. Details of the Nodal Officer should be given to IFCI immediately after his/her nomination for timely and smooth interaction.

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

CHAPTER - 7

ANNEXURES

For

Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

IFCI Limited

RFP No. IFCI/IT/GEM/2023-24/AUG/01

**IFCI Limited, IFCI Tower,
61, Nehru Place, New
Delhi – 110 019.
Ph. 011-4173 2000**

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Annexure 1

Offer Forwarding Letter /Tender Submission Letter
(To be submitted on Bidder's letter head)

To
General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Dear Sir,

Subject: Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

This is in reference to your above-mentioned tender. Having examined the tender document, I/we the undersigned, hereby submit my/our proposal along with necessary supporting documents as desired by IFCI.

Further, I/we agree, that IFCI reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.

Further, I/we agree to abide by all the terms and conditions as mentioned in the tender document. I/We have also noted that IFCI reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Tender Acceptance Letter

(To be submitted on Bidder's letter head along with Technical Bid)

To

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir,

Subject: Acceptance of Terms & Conditions of Tender

Tender Reference No: _____

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

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/ entirety.

I/We hereby declare that my/our Firm/Company has not been blacklisted/ debarred /banned or disqualified by any Government or any Government agency including PSUs, Public Sector Banks / Public Sector Insurance Companies, during a period of last three year.

Further, I/We hereby declare that none of my/our partners /directors of my/our Firm/Company 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 is filed/pending during a period of last three years.

I/We certify that all information furnished by my/our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then IFCI shall without giving any notice or reason can 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.

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I/We 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/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

I/We hereby confirm that I/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.

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

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

I/We confirm that my/our firm/company has not been referred to NCLT by any creditor. I/We further confirm that my/our firm/company and/or Promoters/Directors have not been convicted under Criminal law by Competent Court or Higher Court.

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

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Bidder's General Information & Eligibility Criteria

Subject: Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Sl. No.	Particulars (Information Required)	Bidder's response	Document Page Nos.
1	Name of the Company		
2.	Address of the Firm / Company		
3.	Year of Registration/Incorporation		
4.	Name & Telephone Number of the Proprietor/person to whom all references shall be made regarding tender: (i) Name of the person (ii) Telephone No (Landline) (iii) Mobile No. (iv) E-mail Id		
5	Whether MSME/ MSE (Attach valid MSME certificate)		
6	Details of the Bank Account of the Bidder • Name of the Bank • Branch and address • IFSC Code		
7.	The bidder(s) should be an Authorised OEM's (Oracle) field level Support Partner		
8.	The Bidder should have positive net worth in financial year 2021-22, 2022-23		
9	The bidder should not be blacklisted or banned for business by any Public Sector undertaking / Govt. Department/ MNC/ Private Limited Companies in India or abroad.		
10	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.		
11	Bid Security / EMD		

Note: Bidder(s) should submit all the required documents as per Eligibility Criteria and should also mention all the page numbers of supporting documents of Eligibility Criteria.

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

RFP for Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Annexure 4

**Financial Bid Format
For
Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers
For the period of Six Months**

Note: Price Bid mentioned here is for illustration purpose only. Bidder(s) must upload the Financial Bid in Excel Format on **GEM PORTAL separately**. Financial Bid should not be uploaded in any case along with Technical Bid Documents. **If any bidder uploads the Financial Bid along with Technical Bid, the said bidder is liable to be disqualified/ rejected and their bid will not be considered for further evaluation.**

To

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir,

(Amount in Rupees - Inclusive of Taxes)

Serial No	Description	Qty	Unit Price	Total Price	GST	Total Price
AK00307678	AMC for SUN SPARC T5-2	1				
AK00307679	AMC for SUN SPARC T5-2	1				
	Oracle Solaris Cluster Support	1				
Consolidated Price						

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Declaration by Authorised Signatory of Bidder
(To be submitted on Bidder's letter head)

To,

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Dear Sir,

Subject: Declaration by Authorized Signatory

Ref: Name of Tender and RFP No.,

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I/We 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/We further certify that I/We am/are authorized to represent on behalf of my/our firm/company for the above mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Annexure 6

Escalation Matrix

[To be submitted along with Technical Bid]

Tender No: -----

Dated:

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

Name	Company	Designation	Mobile	Phone	Email address

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Annexure 7

Format of sending Pre-bid queries

Subject: Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Tender No: -----

Dated:

Name of the Bidder:

Contact Address of the Bidder:

Sl. No.	Section Number	Page Number	Query

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Annexure 8

Declaration for Relation in IFCI
(To be submitted on Bidder's letter head)

To,

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Dear Sir,

Subject: Declaration for relation in IFCI

I/We hereby submit the following information pertaining to relation/relatives of Directors/
Employee(s) employed in IFCI

Tick (✓) any one as applicable:

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

OR

2. The Director(s), Executives, of my/our Firm have relation/relatives employed in IFCI
and their particulars are as below:

(i)

(ii)

Date:

Place:

[Signature]

(Name of Authorised Signatory)

Designation

[Company Seal]

Performa for Performance Bank Guarantee

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place NEW
Delhi -110 019

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 favor 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
'Service Provider') vide its letter No.----- dated ----- for services of -----
----- as per specifications and terms and conditions given in the above
said orders, at a total cost of Rs. (Rupees only) including all GST etc. The
service provider has now submitted invoices to IFCI, for the commencement of services 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 97% of the
price of the said -----will be paid to the Service
Provider by IFCI on providing services and balance 3% upon furnishing a bank guarantee to
IFCI, equivalent to 3% of the cost of the said -----,
amounting to Rs.----- (Rupees ----- only), valid for a period of One Year
from the date of commencement of services plus three months and due
performance of the said -----

iii) At the request of the Services Provider, (Bank) the guarantor has agreed to
give such guarantee to IFCI as hereinafter mentioned for the sum of Rs.----- (Rupees -----
-----only) being the 3% cost of the said -----,
applicable as herein before mentioned.

NOW, THEREFORE, these presents witnessed 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 services and also in case the
said ----- do not perform satisfactorily during
the guarantee period and the service provider 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 3% of the said ----- as herein before mentioned.

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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 nonperformance of the said ----- and also the said ----- not confirming to the purchase order specifications or any services defect noticed and not rectified by the service provider during the period. The guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the service provider 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 for One Year from the date of commencement of services plus claim period of three months and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Service Provider 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 ----- (3 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

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Annexure 10

Declaration that the Bidder has not been blacklisted
(To be submitted on Bidder's letter head along with Technical Bid)

To
General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place
NEW Delhi -110 019

Subject: Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

Dear Sir,

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

It is hereby confirmed that I/We are entitled to act on behalf of our firm/company and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

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In absence of above declaration/certification, the Bid is liable to be rejected.

Annexure 11

No Deviation Certificate

(To be submitted on Bidder's letter head)

To,

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir,

Subject: No Deviation Certificate

Ref: RFP/Tender No.....,

I/We hereby confirm that I/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 my/our tender shall be deemed to be withdrawn.

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

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

I/We confirm to have submitted offer in accordance with RFP instructions and as per aforesaid reference.

Date:

Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

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Annexure 12

OEM’s Authorization Format

(To be submitted on OEM’s letter head along with Technical Bid) To

General Manager
IT Department
IFCI Limited,
IFCI Tower, 61 Nehru Place,
NEW Delhi -110 019

Dear Sir,

Subject: Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

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

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

NAME OF COMPANY	
ADDRESS OF COMPANY	
TELEPHONE NUMBER	
FAX NUMBER	

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

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

Date:
Place:

[Signature]
(Name of Authorised Signatory)
Designation
[Company Seal]

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

Annexure 13

Bid Security/ EMD

Bidder must provide EMD Amount through RTGS/ NEFT directly in IFCI Limited’s Bank Account as given below **OR** EMD can be submitted in the form of DD payable in favour of IFCI Limited at New Delhi.

IFCI Limited, New Delhi

DETAILS OF BANK ACCOUNT NO., BANK NAME AND ADDRESS AND IFSC CODE NUMBER FOR TRANSFERRING THE FUNDS TO IFCI LTD. THROUGH RTGS / SWIFT

Renewal of Annual Maintenance Contract (AMC) for SUN SPARC T5-2 Servers

HDFC BANK ACCOUNT No	00030350002631
Account / Beneficiary Name	IFCI Ltd.
Bank Name	HDFC Bank Ltd.
HDFC Bank Branch Address	209-214, Kailash Building, Kasturba Gandhi Marg, New Delhi – 110 001. T.No.011-41699422/41699472 Fax No. 011-23359580/41699402
9 Digit (MICR) Code Number of the Bank & Branch	110240001
Account Type (with Code)	Current Account
BANK & BRANCH CODE / BSR Code	051005
Ledger N. / Ledger Folio No	HDFC Bank does not maintain Ledgers
IFSC Code (Indian Financial System Code)	HDFC0000003
SWIFT Code	HDFCINBBXXX

TREASURY DEPARTMENT
IFCI Ltd.,
IFCI Tower, 61, Nehru Place,
New Delhi – 110 019
T.No. 011-41732466 /41732456
