

**REQUEST FOR PROPOSAL
AND
SCOPE OF WORK AND SPECIFICATIONS
FOR FILLING THE TECHNICAL AND
FINANCIAL BID
FOR
SERVICE REQUIREMENT FOR
AMC AND FMS SUPPORT
(FY 2018-19)**



IFCI Venture Capital Funds Ltd. Delhi
(आईएफ़सीआई वेंचर कैपिटल फंड्ज लिमिटेड)

(A Subsidiary of IFCI Limited)
(A Government of India Undertaking)

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Quotations are invited in Two Bid System (Technical / Pre-qualification bid and Commercial / Financial Price bid) in sealed envelope from Bidders / Service Provider Companies for the award of on-site "Facility Management Service" (FMS) & "Annual Maintenance Contract" (AMC) of Computer Hardware Equipment's and other peripherals at registered office of IFCI Venture Capital Funds Limited (IFCI Venture) at Nehru Place, New Delhi for a period of consecutive three (3) years.

Date of Issue:	11/12/2018
Last Date & Time For Submitting Bids	11:00 AM, 26/12/2018
Date & Time of Opening Bids	12:00 PM, 26/12/2018
Venue for bid opening	IFCI Venture Capital Funds Ltd. 16th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019
Bid Validity	3 Months
Address for submission of Bids	General Manager IFCI Venture Capital Funds Ltd. 16th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019
Contact Details :	Mrs. Poonam Garg General Manager Email: poonam.garg@ifciventure.com Direct Line: 011 – 41732516 / 26453359 Mr. Arindam Roy Assistant General Manager Email: arindam.roy@ifciventure.com Direct Line: 011 – 41732590 / 26453343

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CHAPTER 1

ELIGIBILITY CRITERIA AND GENERAL CONDITIONS

1.1 Tenure for the Contract:

3 years' service tenure, subject to condition that the service provided fulfils IFCI Venture's requirements, else the service can be discontinued by issuing 1 month notice.

1.2 Service Window

No	Services	Service Window
		(On IFCI Venture working days)
1	FMS and AMC Support Services	9 Hrs * 6 Days

1.3 Eligibility criteria:

Sl. No.	Criteria	Documents To be submitted
1.	Bidder should be able to service the requirements at IFCI Venture, Delhi office and should have an office in Delhi / NCR.	Details of servicing locations on letter head.
2.	The Bidder Should have minimum 10 years (ending November 2018) of experience in supporting / servicing AMC / FMS services.	Incorporation certificate supported by relevant experience document.
3.	The Bidder Should have successfully serviced at least 5 (Five) clients / organizations in last 5 (Five) years and out of which: a. At least 1 (one) order of the similar nature should be costing not less than Rs.10 lakh and ; b. At least 2 (Two) orders / clients should be from Central Government / State Government / Public Sector organizations / Banks / Autonomous Bodies / Statutory Bodies.	Certificates of satisfactory service from organizations.
4.	The Bidder must have valid ISO certification in IT services and also ISO certification in IT Infrastructure.	Valid copy of ISO certification.
5.	The Bidder Should have Annual Turnover of Rs.50 Crore or more in last 3 financial years 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
6.	Bidder should have its own fully equipped service center with qualified, certified and trained engineers (NOT through channel partners/ franchises / etc.)	Complete Address of the Bidder at office locations.
7.	The bidder, who has worked with IFCI in the past, shall provide a proof of satisfactory services.	A letter from competent authority in IT department of IFCI (Head Office) certifying satisfactory services of the Bidder to IFCI.
8.	Manpower Strength - The bidder should have minimum thirty (30) qualified support engineers having BE/ B.Tech/ MCA in IT/Computer Science/ Electronics & Communication / Electronics or higher on company payroll and fulfill the minimum wages of State / Central Norms as on submission of bid.	Undertaking from the Authorized signatory.
9.	Preference to bidders shall be given if the bidder	Please give details and enclosed

	is authorized Sales partner / Service provider of HP (As all the servers at IFCI Venture are of HP Brand)	copy of Authorization.
10	The bidders shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies	Undertaking / Declaration by an authorized signatory of the Responder.
11	Bidder to confirm that the bid is not submitted in Consortium and will not Sub-Contract the work/contract awarded.	
12	The bidder should employ sufficient number of skilled personnel as per the prescribed parameters to undertake the work as per the conditions of the contract. The bidder must enclose an undertaking stating that all the manpower deployed for execution of the contract would be employees of the bidder's company and under its own payroll.	
13	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	

1.4 General Conditions:

- Tenders satisfying the following essential conditions will only be considered for further processing. In absence of the proof of following supportive document the tender will not be considered.
- Bidder should provide the above information along with the Technical / Financial bid submissions in closed envelopes (separately) along with the brief profile of the Bidder. The entire original tender document should be submitted with seal and signature on each page.
- The Technical/Financial bid shall be evaluated in the following ratios:
 - ✓ Percentage (%) for Evaluation: Technical Bid / Approach will have 60% weight & Financial bid / Commercials will have 40% weight.
- It may be noted that IFCI Venture will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.
- The Successful bidder upon receipt of the PO shall deploy manpower resource immediately at IFCI Venture to get familiar / understand the infrastructure.
- IFCI Venture shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, IFCI Venture may reject the candidature of the Tenderer without assigning any reason and decision of the IFCI Venture shall be final. In such case(s) the Financial Bid shall not be opened for that particular Tenderer.
- The tender bids so received shall be opened as per schedule in the presence of the present representatives of the bidders.
- The names of the shortlisted bidders shall be announced after scrutinizing the Technical bids and evaluating their suitability to meet the IFCI Venture requirements.
- Right to reject any or all tenders and annul the tendering process without assigning any reason is reserved by IFCI Venture.

CHAPTER 2

SCOPE OF WORK

2.1 Scope of Services

- Daily check-up of all leased lines/Optical Lines working status and coordination with support Bidder in case of non-functionality.
- Evaluation of suitability/requirement of Microsoft Windows 2003/2008 Server patches and application of the same on all servers if required.
- Windows 2003/2008 Server Support including Active Directory/DHCP/DNS/WINS support, Implementation of Group policies as and when required.
- Check-up of Firewall logs and backup of Firewall logs, coordination with support Bidder in case of any functional/ configuration problems.
- Up gradation of Firmware/IOS/Patches on Router/Firewall/Switch as on needs basis and implementation of the upgraded Firmware/IOS/patches on the networking devices.
- Around the year FMS services for 31 Samsung / Sony / Lenovo /IBM laptops, 6 servers and 8 desktops and replacement of defected/faulty hardware.
- File and Print Server Management.
- Database Server Management.
- Updatons of patches of Symantec Back up, Symantec End Point Protection.
- Desktop Laptop Option (DLO) Installation, Management and Security Software on Server.
- Microsoft Exchange Server 2007 Management including but not limited to Synchronization of Exchange with Active Directory, Creation of new user mailboxes, Routing of Email as desired, Performance Tuning, Deletion of unwanted logs and database management of Exchange Server, Enabling/Disabling existing mailboxes, Management of Storage Quota, Backup of Exchange database including both Full backup and System State Backup .
- Servers Data backup and Restore Management.
- OS (Microsoft Windows) support on desktops/laptops.
- General support on Microsoft Office/Adobe Acrobat like installation/configuration/ operation.
- General Support on E-mail client like installation/configuration/ operation.
- General Support on Browser like installation/configuration/ operation.
- Oracle & Linux Support on Oracle database/ Application Server administration, backup & recovery, troubleshooting & patch/release updates. Any other Oracle Server Management and general Support on Oracle like installation/configuration/ operation.
- ATS support of Oracle (Back 2 Back Support renewal with Oracle will be provided by the Bidder for the FMS Period) and co-ordination with the OEM to get the latest patches implemented.
- Linux server management and general support on Linux like installation/configuration/ operation.
- Tally backup management.
- Installation and configuration of network printers/scanners and its general troubleshooting.
- Installation of Anti-virus client and coordination with support Bidder for removal instructions for removing virus from the machine.
- General support for LAN (Wired/Wireless) availability.
- Data transfer from one machine to another machine.
- Assisting end user for scanning related problems.
- Installation / configuration of USB devices.

2.2 Annual Maintenance Contract Scope:

Bidder will provide comprehensive maintenance services to keep the machines in good working order. The service shall comprise preventive & corrective maintenance of the hardware/ operating software at least once in a quarter.

The service shall include carrying out of the necessary hardware repairs, replacement of parts including printer heads, interface cables (cable connecting the PCs to the printer, power cords, power adapter.), and preventive maintenance of the machines and also fixing of any bugs/ patches to the operating software and supervision for getting the machines shifted to a new location. However, transportation, packing & unpacking shall be the responsibility of IFCI Venture.

At least One (1) Resident Engineer (B.Tech / BE / MCA) from the service provider bidder would be deputed at IFCI Venture Capital Fund's registered office premises at New Delhi from Monday to Saturday 9.00 AM to 6.00 PM basis, as a part of contract.

2.3 Facility Management Services Scope:

Bidder shall provide FMS for Oracle & Linux Support on Server limited to Oracle database/ Application Server administration, backup & recovery, troubleshooting & patch/release updates. ***(Note: It is assumed that the Bidder shall procure ATS support for IFCI Venture for the FMS contract)***

2.4 Uptime:

Bidder shall ensure a minimum uptime of 98% of the AMC hardware based on the calculations below:

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

"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 Bidder's (or Service provider's) failure to exercise due care in Performing Bidder's responsibilities.

IFCI Venture 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 Venture and the Bidder. 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).

A penalty shall be imposed on the service provider Bidder if there is failure to meet the uptime requirements due to any reason.

CHAPTER 3

PAYMENT TERMS and BID DETAILS

3.1 Payment Terms

- Payment shall be made by IFCI Venture to the selected Bidder on a quarterly basis after adhering to the uptime requirements.
- The payments shall be made on submission of the invoice receipt with all supporting documents that the uptime has been maintained for each quarter (**Jan-Mar, Apr-Jun, Jul-Sept and Oct-Dec**).

3.2 Payment in case of Termination of contract

- In case the contract is terminated, payment towards services will be made on pro rata basis for the period for which the services have been delivered, after deducting applicable penalty and TDS/other taxes.

CHAPTER 4

EVALUATION OF BIDS

4.1 Bid:

- **The bidders shall provide the self-scores based on the parameters defined in the technical bid format in chapter 5 and Bidders shall fill the quotations in the financial bid as in the format mentioned in chapter 6.**

4.2 The breakup of the price should include the following: -

- Both the bids should be submitted **in SEPARATE SEALED ENVELOPS** by mentioning **TECHNICAL BID** and **FINANCIAL / COMMERCIAL BID**, appropriately indicated on the top.
- Tenders once submitted shall be final and no amendment shall be permitted. A Bidder shall submit only one bid.
- A Bid submitted with adjustable price quotations will be treated as non-responsive and are likely to be rejected.
- Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to upward variation on any account, including exchange rate fluctuations except in case of introduction of any new tax by Central/State government, increase in taxes/ levies.
- The price quoted shall be **inclusive of taxes (shown separately in the financial bid format)**. In the event of any downward revision of prices including levies/duties etc., the same should be passed on to IFCI Venture.
- If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

4.3 Evaluation of Technical Bids

Technical Bids shall be opened first and technical score shall be assigned. The minimum technical score (TS) required is 60 out of 100. **Bidders who scores 60 or more in technical evaluation shall qualify for commercial bid evaluation.**

The weightage of Technical Bid is 60% and 40% shall account for commercials.

4.4 Evaluation of Commercial Bids

A bidder, whose commercial bid is lowest, shall be declared as L1. The lowest commercial bid (L1) shall be assigned 100 marks. The commercial score shall be calculated from the formula given below:

Commercial Score (CS) = $L1/Li \times 100$ [i= 1, 2, 3....n]

The weightage of Commercial Bid is 40%.

4.5 Techno-Commercial Evaluation - i.e. Quality cum Cost Based System (QCBS)

Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows: Final Score = 60% of TS + 40% of CS

Please note that IFCI Venture reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

4.6 Language of Bids

The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the IFCI Venture and supporting documents and printed literature shall be written in English.

CHAPTER 5

TECHNICAL BID FORMAT

Sl. No.	Criteria	Criteria Score	Score (Max)	Score Given	Score from Committee
1.	Bidders should be based in Delhi- NCR.	2	2		
2.	<p>The Bidder Should have at least 10 years (ending March 2018) of experience in supporting / servicing AMC /FMS Services.</p> <ul style="list-style-type: none"> • Being in the Business for more than 15 years & above • Being in the Business for between 12 to 15 years • Being in the Business for between 10 to 12 years • Being in the Business for at least 10 years <p>Bidder should have executed at least one (1) order of the similar nature, costing not less than Rs. 10 lakh.</p>	8 7 6 5	8		
3.	<p>The Bidder Should have successfully serviced at least 5 (Five) clients / organizations in last 5 (Five) years and out of which at least 1 (one) order of the similar nature should be costing not less than Rs.10 lakh and at least 2 (Two) orders / clients should be from Central Government / State Government / Public Sector organizations / Banks / Autonomous Bodies / Statutory Bodies.</p> <ul style="list-style-type: none"> • Provided AMC/FMS services to 5 or more Govt. Sector/ PSU/Banks/FI Clients; • Provided AMC/FMS services to 2 and less than 5 in Govt. Sector/PSU/Banks/FI. 	5 4	5		
4.	<p>The Responder must have valid ISO certification in IT services and also ISO certification in IT Infrastructure.</p> <ul style="list-style-type: none"> • If Yes • If No 	5 0	5		
5.	<p>Annual Turnover for Last 3 years for India Business</p> <ol style="list-style-type: none"> 1. >Rs. 100 Cr. 2. >Rs. 50 Cr. <= Rs. 100 Cr. 3. >Rs. 25 Cr. & <= Rs. 50 Cr. 4. <=Rs. 25 Cr. 	5 4 3 1	5		
6.	<p>Bidder should have its own fully equipped service center with qualified, certified and trained engineers (NOT through channel partners/ franchises/etc.)</p> <ul style="list-style-type: none"> • If Yes • If No 	5 3	5		
7.	<p>The bidder, who has worked with IFCI / IFCI Venture in the past, shall provide a proof of satisfactory services to IFCI / IFCI Venture.</p> <ul style="list-style-type: none"> • If Yes • If No 	5 3	5		
8.	<p>Manpower Strength - The bidder should have minimum thirty (30) qualified support engineers having BE/ B.Tech /MCA in IT/Computer Science/ Electronics & Communication/Electronics or higher on company payroll and fulfill the minimum wages of State / Central Norms as on submission of bid.</p> <ul style="list-style-type: none"> • 30 & above Qualified & Experienced Engineers • 20-30 Qualified & Experienced Engineers 	5 4	5		

	<ul style="list-style-type: none"> • 10-20 Qualified & Experienced Engineers • Less than 10 Qualified & Experienced Engineers 	3			
		2			
9.	Preference to Bidder shall be given if the Bidder is authorized Sales partner / Service provider of HP (As all the servers at IFCI Venture is of HP Brand)	5	5		
10.	The bidder should employ sufficient number of skilled personnel as per the prescribed parameters to undertake the work as per the conditions of the contract. The bidder must enclose an undertaking stating that all the manpower deployed for execution of the contract would be employees of the bidder's company and under its own payroll.	5	5		
11.	<p>Past experience of bidders on following activity:</p> <ul style="list-style-type: none"> • Oracle & Linux Support on Oracle database/ Application Server administration, backup & recovery, troubleshooting & patch/release updates. Any other Oracle Server Management and general Support on Oracle like installation/configuration/ operation, Oracle Database Server 10G/11G/12C Management, Oracle Application Server 10G R2 (Forms and Reports Services). • ATS support of Oracle (Back 2 Back Support renewal with Oracle will be provided by the Bidder for the FMS Period). • Linux server management and general support on Linux like installation/configuration/ operation. • Microsoft Exchange Server 2007 Management. • Windows 2003/2008/2013 Server Support including Active Directory/DHCP/DNS/WINS support, File and Print Server Management. • Evaluation of suitability/requirement of Microsoft Windows 2003/2008/2012 Server patches and application of the same on all servers if required. • Check-up of Firewall logs and coordination with support Bidder in case of any functional/ configuration problems. • Management of Symantec End Point Protection Manager, Updatons of patches of Symantec Back up, Servers Data backup and Restore Management, DLO Installation, Management and Security Software on Server • Around the year FMS services for 31 Samsung / Sony / Lenovo /IBM/HP laptops and 7 desktops. OS (Microsoft Windows) support on desktops/laptops. • Daily check-up of all leased lines/Optical Lines working status and coordination with support Bidder in case of non-functionality. • General support on Microsoft Office/Adobe Acrobat like installation/configuration/ operation. • General Support on E-mail client like installation/configuration/ operation. • General Support on Browser like installation/configuration/ operation. • Tally backup management. • Installation and configuration of printers/scanners and its general troubleshooting. Assisting end user for scanning related problems. • General support for LAN (Wired/Wireless) availability. • Data transfer from one machine to another machine. Installation / configuration of USB devices. 	10	50		
		5			
		4			
		4			
		4			
		4			
		3			
		3			
		2			
		2			
		2			
		2			
		1			
		1			
		1			
		1			
		1			
TOTAL			100		

CHAPTER 6

FINANICAL / COMMERCIAL BID FORMAT

DESCRIPTION	TOTAL COST (INR) TO BE FILED BY BIDDER
Validity of Facility Management Services (FMS) and AMC of Computer Hardware shall be for a period of 3 year at the following quoted price per year basis. (PLEASE NOTE THAT NO ESCLATION / INCREASE IS ALLOWED ON YEAR ON YEAR BASIS)	
Year 1*	
Year 2*	
Year 3*	
TOTAL (3 YEARS)	

** Detailed break up of cost including taxes can be provided in the format below for the particular year:*

Sl. No.	Specification	Model / Part Numbers	Qty	Total Cost (Rs.)
I)	Annual Maintenance Support Services			
	Printers/ Scanners			
	HP LaserJet	1020plus	1	
	HP LaserJet	1505N	2	
	HP LaserJet	1505 standalone	1	
	HP LaserJet	M1522N (print, scan, copy, fax)	1	
	Laser Jet 1005	1005	1	
	HP Laser Jet	1022N	1	
	HP Laser jet	M202n	3	
	HP LaserJet	1020	1	
	Laptops and Desktops			
	Sony Laptops	CR26GN	9	
	Lenovo Laptops	G230	1	
	Samsung Laptops	NP535U4C-SO2IN	13	
	HP Laptops	PRO 444G2	8	
	Desktops		8	
	KVM Laptop Austin Huges 15" console TFT	RKP115e	1	
	Network Solution			
	Router	CISCO C1841	1	
	Linksys WAP 200 wireless access point		2	
	Linksys WAP 300		2	
	DLINK DWL-2100AP		1	
	Firewall	FORTIGATE 60D FGT60D4615024654	1	
	Linksys Switch	(SRW224G4 Business Series / Unmanaged)	1	
	Catalyst Switch	Catalyst 2960 series - FCQ1603Y7SE	1	
	DLINK	DES-1228/ME	1	
	Servers and Back up devices			
	Server *	HP SERVER DL380G5	5	
		HP SERVER DL380G7	1	
	Backup LTO 2 Tape Drive	Ultrium 2 (Model No.EH842A)	1	

	Sub Total			
II)	Facility Management Services			
	Annual FMS Charges - FMS for Oracle & Linux Support on Server limited to Oracle database/ Application Server administration, backup & recovery, troubleshooting & patch/release updates. <i>(Note: It's assumed Bidder shall procure ATS support for IFCI Venture for the FMS contract)</i>		1	
	Sub Total			
	Taxes			
	GRAND TOTAL (including Taxes)			

Notes: *Details of the six servers are as below:

MAKE	MODEL NO	SERIAL NO	PID NO
HP	HP SERVER DL380G5	SGH9121K32	458561-371
HP	HP SERVER DL380G5	SGH9111D9D	458567-371
HP	HP SERVER DL380G5	SGH9111D99	458567-371
HP	HP SERVER DL380G5	IN190800CV	458565-371
HP	HP SERVER DL380G5	SGH9121K31	458561-371
HP	HP SERVER DL380G7	SGH101XKH9	589152-371

Important Note: During the tenure of the contract, in case any assets are purchased by IFCI Venture, then beyond the warranty cover of the asset (including but not limited to Server / Desktop / Laptop / Printer and Router / Firewall / Switch / any other networking device), the AMC on the asset purchased shall be provided by the selected service provider without any escalation or increase in price of contract during the contract tenure.

CHAPTER 7

OTHER TERMS & CONDITIONS

7.1 Addition of Assets during tenure of the contract:

During the tenure of the contract, in case any assets purchased by IFCI Venture, then beyond the warranty cover of the asset (including but not limited to Server/Desktop/Laptop/Printer and Router/Firewall/Switch/any other networking device), the AMC on the asset purchased shall be provided by selected service provider Bidder without any escalation or increase in price of contract during its tenure.

7.2 Waiver of Minor Irregularities:

IFCI Venture reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IFCI Venture.

Where IFCI Venture 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.

7.3 Non-Disclosure:

The contents of the proposal and all the project outputs should not be disclosed to any party unless Bidder and IFCI Venture mutually agree in writing to the same. Bidder will not use the contents of this proposal to bid for any other contract.

7.4 Arithmetic Errors Correction

Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, its bid will be rejected.

If there is a discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

IFCI Venture may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any Bidder

7.5 IFCI Venture's Right to Accept Any Offer and to Reject Any or All Offers

IFCI Venture reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s). The IFCI Venture reserves the right to change / add / modify / relax any / all conditions stipulated or increase / decrease items requested as also to accept / reject any / all offers without assigning any reason whatsoever.

The decision of IFCI Venture in selecting the Bidder would be final and conclusive and the IFCI Venture will not entertain any correspondence in this regard.

7.6 Modify/Withdrawal of Proposals:

Prior to the date specified for receipt of proposal, a submitted proposal may be modified/withdrawn by submitting a signed written request for its modification/withdrawal to IFCI Venture.

7.7 Liability of the Selected Bidder

- IFCI Venture shall hold the selected Bidder, its Successors, Assignees and Administrators fully liable against any loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.
- Selected Bidder shall be the principal employer of the employees, engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees.
- Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

However, the selected Bidder would be given an opportunity to be heard by IFCI Venture prior to making of a decision in respect of such loss or damage. The decision taken by IFCI Venture after such hearing will be final and binding upon the Bidder.

7.8 Publicity

Any publicity by the Bidder in which the name of IFCI Venture appears, can be done only with the explicit written permission of IFCI Venture.

7.9 Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations if and to the extent such default is caused, directly or indirectly, by fires, floods, power failures, Acts of God, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labor disturbances, strikes, lockouts, go-slow, damage to machinery on account of accident or passing of any statutory order by the eligible authority/ies, prohibiting performance of such obligation by a competent authority; and restrictions of any country affecting the performance of this Agreement or any part hereof. The affected party shall intimate the other party within reasonable time period of such occurrences.

7.10 Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India.

- **Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the IFCI Venture about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender.
- **Penalty for deficiency in Services:** In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the IFCI Venture, 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 Venture.

7.11 Termination for Insolvency

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

7.12 Termination of Contract

IFCI Venture without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Bidder for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff or in case there are more than 3 penalties on Service Provider in any month. The notice of termination shall specify that termination is for IFCI Venture's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. IFCI Venture can terminate the service agreement by giving one months' notice in advance to other party. In case, the bidder stops service without notice, IFCI Venture shall have the right to take legal actions against the Bidder as it may deem suitable.

7.13 Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part if the Bidder fails to perform any other obligation(s) under the Contract.

7.14 Payment in case of Termination of contract

In case the contract is terminated payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS / other taxes.

7.15 Arbitration/ Dispute Resolution

In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the Arbitration in accordance with Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of a sole arbitrator, who shall be appointed by IFCI Venture. The venue of the arbitration shall be New Delhi and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties. The expenses of arbitration shall be shared equally among both parties.

7.16 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.

7.17 Arbitration and Laws

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

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

7.18 Review meeting

Half Yearly Review meeting will be held with the IFCI Venture Management during first week of every six months. However, IFCI Venture may ask the service provider to meet as and when required.

7.19 Unsatisfactory Performance

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

7.20 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 Venture should be passed on for compliance to the new company in the Negotiations for their transfer.

7.21 Bidder Utilization of know-how and Personnel for Competitors

IFCI Venture will request a clause that prohibits the Bidder from using its personnel and any information or know-how gained in this contract, if awarded, for another organization whose business activities are similar in part or in whole to any of those of IFCI Venture anywhere in the country without prior written consent of IFCI Venture.

7.22 Service during the Contract Period

The Tender(s) of those Bidder(s) who do not have adequate facilities and capabilities to provide comprehensive maintenance support during the contract period shall be summarily rejected.

7.23 Confidentiality

The Bidder shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality clause of this Agreement, the contract is liable to be repudiated by IFCI Venture. IFCI Venture shall further have the right to regulate Bidder staff.

The Bidder shall not divulge to any person handling other divisions, subsidiaries or groups of Bidder and its service support agency any information obtained by it in the course of its execution of its work and all the information gathered by the Bidder shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contact without notice to the Bidder.

7.24 Disclaimer

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

This document is neither an agreement nor an offer and is only an invitation by IFCI Venture to the interested parties for submission of bids. The purpose of this document is to provide the Bidder with information to assist the formulation of their proposals. This document 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 document and where necessary obtain independent advice. IFCI Venture 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 document. IFCI Venture may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

Forwarding Letter

(To be submitted on Bidder's letter head)

To

The General Manager
IFCI Venture Capital Funds Ltd
16th Floor, IFCI Tower, 61, Nehru Place,
New Delhi – 110019

Dear Sir/Madam,

Subject: Service Provider Vendor for AMC and FMS support of IT Infrastructure at IFCI Venture.

This is in reference to your above mentioned tender. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents as desired by IFCI Venture.

Further, we agree, that IFCI Venture reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

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

Date:...../...../2018

Authorized Signatory.

Name:

Designation:

Organization Seal:

Bidder's General Information

Sr. No	Information Required	Bidder's response	Document Ref. No	Remarks If Any
1.	Name of Bidder			
2.	Year of starting operations			
3.	Constitution of Bidder, i.e., Limited Company, Private Limited Company etc.			
4.	Bidders registered address			
5.	Bidders corporate address			
6.	Address(es) of partner(s), if applicable			
7.	Name(s) of the authorized executive(s)			
8.	E-mail/Phone/Fax nos. details of authorized representative(s)			
9	Net Profit (In Rs. Crore) During FY 2015-16 During FY 2016-17 During FY 2017-18			
10.	Total Turnover (In Rs. Crore) During FY 2015-16 During FY 2016-17 During FY 2017-18			
11.	No. of support centers with their addresses			

Declaration that the Bidder has not been blacklisted

(To be submitted on the Letterhead of the Bidder)

To

The General Manager
IFCI Venture Capital Funds Ltd
16th Floor, IFCI Tower, 61, Nehru Place,
New Delhi – 110019

Subject: Service Provider Vendor for AMC and FMS support of IT Infrastructure at IFCI Venture

Dear Sir/Madam,

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

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

Dated this ____ day of ____2018

Yours sincerely,

On behalf of *[Bidder's Name]*

Authorised Signature [In full and initials]:

Name and Title of Signatory:

Address:

Seal/Stamp of Bidder:

Annexure 3

Bid Format

The structure of the Bidder's response to this tender must be as per following order.

1. Filling up the forms with self-score in the technical bid format mentioned in the chapter 5 and filling up the quotation for three years as in chapter 6.
2. Filling the applicable annexures 1 to 9 mentioned in this RFP
3. Submitting the proposal with brief profile of the Bidder at IFCI Venture office in the tender box.

Bidders are requested to note the following:

- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- Masked commercial bids must be given with technical bid. All the pages of commercial bids must be sealed and signed by authorized signatory.
- All the quoted costs must include all applicable taxes and other levies. Applicable Service Tax will be paid on actuals
- Service provider is to quote as per format given.
- In case of annexing new locations the rate quoted under respective category for specified bandwidth will be taken for placing order during the period of next 3 years.
- Rate quoted for various bandwidths must be valid till the end of the three years period from the date of entering the contract. Further, the bidder should be ready to offer the same rate in case of extension up to additional 6 months beyond initial 3 years period.
- Bidder must submit softcopy of complete commercial bid inside the sealed envelope meant for 'Commercial Proposal'.
- All the rates must be quoted in INR.
- In case of new location the order will be given to the bidder at the contracted rate as per the category of the location.
- In case of shifting of location, the contracted installation charges for the specified category will be paid.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Letter authorizing representing executive(s)

Shri/Km./Smt. _____son/daughter/wife of
Shri _____
Proprietor/Partner/Director/Authorized signatory/Representative of M/s

_____ (Name and Address of Bidder). (Registration No. _____) whose specimen Signatures are given below is hereby authorized to attend the Bid Opening/Opening of Techno-commercial/Opening of Financial Bid. She/he is also competent to accept and sign any document in connection with **tender regarding "Service Provider Vendor for AMC and FMS support of IT Infrastructure at IFCI Venture "**

On our behalf. We undertake to abide by any acceptance given by him under his signature.

- 1. _____
- 2. _____
- 3. _____

(Specimen Signatures of Authorized Representative)

Name and Address of Authorized Representative

Date:

Signature of Authorized Person
Full Name:
Place:
Address:
Seal

Escalation Matrix

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

Name	Organization	Designation	Mobile	Phone	Email address

Acceptance to Terms & Conditions

(Letter to IFCI Venture on the Bidder's letterhead)

To

The General Manager
IFCI Venture Capital Funds Ltd
16th Floor, IFCI Tower, 61, Nehru Place,
New Delhi – 110019

Subject: Service Provider Vendor for AMC and FMS support of IT Infrastructure at IFCI Venture

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

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information.

We hereby undertake that the equipment to be delivered to IFCI Venture will be brand new including all components.

We understand that IFCI Venture is not bound to accept the offer either in part or in full and that IFCI Venture has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

Non-Disclosure Agreement

WHEREAS, we, _____, having Registered Office _____ at _____, hereinafter referred to as the COMPANY, are agreeable to offering Project Implementation/ Warranty Support to IFCI Venture, having its Registered Office at Delhi

WHEREAS, the COMPANY understands that the information regarding storage solution. Provided by IFCI Venture in their Request for Proposal is confidential and/or proprietary to IFCI Venture and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on IFCI Venture's properties and/or have access to certain plans, documents, approvals or information of IFCI Venture; NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce IFCI Venture to grant the COMPANY specific access to IFCI Venture's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to IFCI Venture, unless the COMPANY has first obtained IFCI Venture's written Authorization to do so.

The COMPANY agrees that the notes, specifications, designs, memoranda and other data shared by IFCI Venture or prepared or produced by the COMPANY for the purpose of submitting the offer to IFCI Venture for the said Management Solution, will not be disclosed to during or subsequent to submission of the offer to IFCI Venture, to anyone outside IFCI Venture.

The COMPANY shall not, without IFCI Venture's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of IFCI Venture in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to IFCI Venture and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance. The COMPANY shall be relieved of all obligations under this Agreement after expiry of contractual terms.

Authorized Signatory Name:

Designation:

Company Stamp:

Place & Date

Annexure 8

HR Undertaking

(Indicate the Available Skill Set in a Tabular Form & Attach along)

DATE:

Sir/Madam,

Subject: Service Provider Vendor for AMC and FMS support of IT Infrastructure at IFCI Venture

We, M/s _____, a company incorporated under the Companies Act, 2013 with its headquarters at, _____

Hereby certifies that we have more than _____ permanent Degree/Diploma engineers or equivalent on our roll working or with minimum of 3 years work experience in Network equipment and implementation etc.

This undertaking has been submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,
Yours faithfully,

Date

Signature of Authorized Signatory.....

Place

Name of the Authorized Signatory.....

Designation.....

Name of the Organization

Organization Seal

Annexure 9

Confidentiality Agreement

(Letter to IFCI Venture on the Bidder's letterhead)

The undersigned, a duly authorized officer of _____,
does hereby represent, warrant and agree to the following statement:

All financial, statistical, personal, technical or other data or programs and information relating to the IFCI Venture's operation which are designated confide

ntial by IFCI Venture and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

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