

Request for Proposal (RFP)

For

**Procurement of Hardware Assets Required & Implementation
services for establishment of Disaster Recovery**

Ref No: IT-317/2017-18/4890

**To be submitted before
11:00 hrs. On 30/08/2017**

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

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Introduction

IFCI was established on July 1, 1948, as the first Development Financial Institution in the country to cater to the long-term finance needs of the industrial sector. The constitution of IFCI was changed in 1993 from a statutory corporation to a company under the Indian Companies Act, 1956. Subsequently, the name of the company was also changed to "IFCI Limited" with effect from October 1999. IFCI is registered as a Non-Banking Finance Company (NBFC) under section 45 IA of the RBI Act, 1934.

IFCI is listed on the National Stock of India Limited (NSE) and Bombay Stock Exchange Limited (BSE). The President of India, acting through Ministry of Finance holds 55.53% of the Paid up Share Capital of the Company. IFCI has its Head office at New Delhi, and has 18 Regional Offices (ROs) and may open further offices where needed.

IFCI offers a wide range of products to the target customer segments to satisfy their specific financial needs. The product mix offering varies from one business/industry segment to another.

Overview & Objective

The scope of work consists of supply and installation / configuration of the hardware for establishment of the disaster recovery site. This also includes integration with existing hardware available at the near site, the will be utilized for the establishment of DR.

The successful vendor is expected to configure as well as test the replication of the application data using data guard as well as VM Site recovery manager / VSphere. The selected vendor is also required to provide comprehensive On-site maintenance of the hardware supplied for a period of 3 years. The comprehensive maintenance of hardware of IFCI includes repair/replacement of all faulty systems / parts including fusser assemblies and plastic parts of the printers.

Key Events & Dates

Tender Notice No	IT-317/2017-18/4890
Tender Fee (non-refundable)	Rs. 2,000/-
Earnest Money Deposit (EMD)	Rs. 50,000/-
Date of Issue	01/08/2017
Date of Pre-Bid Meeting with the bidder	08/08/2017 11:00 hrs.
Last date for seeking clarifications, if any	11/08/2017
Last date and time of online submission of (Technical & Commercial)	30/08/2017 11:00 hrs.
Date and time of opening of Technical Bids-Online	30/08/2017 15:00 hrs.
Date and time of opening of Commercial Bids - Online	06/09/2017 11:00 hrs.
Address of Communication and Pre Bid Meeting	General Manager (IT) IFCI Limited IFCI Tower, 61, Nehru Place New Delhi – 110019
Name of the contact person for any clarification	Sh. Ankur Porwal, AM(IT) 91-11-41732190 Sh. Debashish Gupta, DGM(IT) 91-11-41732175
E-mail Address	Pl quote the RFP No in the Subject Line of the email: rfpquery@ifcilttd.com
Validity of Proposal	(180) One-hundred-and-eighty days from the date of opening of Financial Bid.

(*)Tender fee and Bid security (in the form of Demand Draft/pay order addressed to IFCI Ltd, Payable at New Delhi), to be submitted along with a hard copy of technical Bids by the bidders. IFCI reserves the right to change the dates mentioned in this document, which will be communicated to the bidders.

Note 1: Cost of bidding and EMD is exempted for applicants who are registered with MSME and NSIC on production of documentary evidence. The documentary evidence should stand valid as on the date of submission of bid and continue to hold at least till bid validity period (i.e. 180 days).

Note 2: The bids are to be submitted online in electronic format on website <https://ifci.etenders.in> . Bidder may download Tender Document along with terms and

conditions from IFCI website www.ifcilttd.com. However, for participating in the tender, it is mandatory to download & submit the tender from the <https://ifci.etenders.in> website only.

The bidders are requested to submit their bids prior to last date of submission to avoid non-submission of their bids due to non-availability of/hanging of website in last moments or any reason whatsoever.

Neither IFCI nor the E-Tendering service provider shall be responsible for any issues such as internet connectivity or internet browser etc.

The last date of submission of bids will not be extended if system is hung up at the last hours or congestion due to internet at the end of the bidders at the time of filling of tender. **IFCI reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.**

The vendor submitting the proposal in response to RFP, shall hereinafter be referred to as "Bidder / Vendor" interchangeably. IFCI will not be liable for any costs incurred by the bidder in the preparation of the response to this RFP.

The preparation of bidder's proposal will be made without obligation by IFCI to acquire any of the items included in the vendor's product, or to select any vendor's proposal, or to discuss the reasons why the bidder's proposal is accepted or rejected. All information included by the bidders in their proposal will be treated in strict confidence.

Downloading Bid document from the website:

The Bidder may download Tender Document along with terms and conditions from IFCI website / and e-tendering portal <https://ifci.etenders.in>.

Tender fee (Non-refundable) drawn in favour of IFCI Ltd to be submitted along with the Hard copy of Tender Document with associated documents and Bid security.

The receipt of Tender Fee and Bid Security received from IFCI to be uploaded on e-tendering portal.

However, for participating in the tender, it is mandatory to download & submit the tender from the <https://ifci.etenders.in> website only and must keep track of download any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by IFCI.

Eligibility Criteria (Pre-Qualification)

SI/ No	Clause	Documents required
A	The bidder should be a registered company in India as per Companies Act 1956 since last 3 years.	The Certificate of Incorporation issued by Registrar of Companies along with the copies of Memorandum and Articles of Association are required to be submitted along with the technical bid.
B	Company must be registered with appropriate authorities for all applicable statutory duties/taxes	Valid documentary proof of: - Provisional /GST registration number - Income Tax registration/PAN number
C	The bidder should be an authorized partner of the OEM for the product being proposed. Experience of executing similar orders is a must. Should have executed one order of the similar nature, costing not less than Rs. 50 lakh	A copy of the necessary Partner Certification must be attached. Also copies of Purchase Order (s) having executed the similar orders to be enclosed along with Technical Bid (a minimum of 10 Purchase orders may be furnished including one order of Rs.50 Lakh.
D	The bidder should have posted net profit for at least one year in last three years (2013-2014, 2014-2015, 2015-16).	CA Certificate / auditors certificate needs to be submitted.
E	The bidder should have a minimum average turnover of Rs.50 Crores during last 3 financial years.	CA Certificate / auditors certificate needs to be submitted.
F	The bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies	Self-declaration to that effect should be submitted on company letter Head by The authorized signatory of the Responder.
G	The Bidder to confirm that the bid is not submitted in Consortium as well as Sub-contracting	Declaration in this regard by the authorized signatory of The Responder.
H	Acceptability of all conditions contained in the Tender Document by the Bidder. No further deviations to any mentioned clause shall be sought for.	Declaration by an authorized signatory of The Responder.
J	The bidder must confirm compliance with technical specifications of the hardware proposed as per the annexure attached.(Annexure 13)	Must enclosed appropriate responses with the compliance sheet.
Note:- Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required		

document will not be entertained under any circumstances. However, IFCI Ltd. reserves the right to seek clarifications on the already submitted documents.

Note:

Tenders satisfying the following essential conditions will only be considered for further processing. In absence of the proof of supportive document the tender will not be considered,

It may be noted that IFCI 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. Tenderers are advised to read carefully.

Scope of Work (SOW)

IFCI's Data center at New Delhi is equipped with Scalable Infrastructure. The Application environment is a heterogeneous mix of UNIX and Windows platforms. An in-house ERP system used for managing core business operations has been developed using Oracle Database at backend and Oracle Forms & Reports (deployed on Oracle Application Server) as a front end.

IFCI intend to select a vendor to supply, install, integrate and operationalise the Hardware and other software's at Disaster Recovery Site (Location to be decided later).

IFCI is pleased to invite proposal for supplying and installation of Hardware from the prospective bidders having proper experience and competence in the field.

The details of the various HW are mentioned in **Annexure 12**.

Supply of Hardware / Installation & Support thereon for Implementation of DR site.

- Supply & Installation and operationalization of Complete Hardware at Disaster Recovery Site (location to be notified later) as defined in the attached specification details to the respective site. Bidder shall validate the design and include additional cabling, power supply and any other hardware/software that may be required to operationalize the strategies during installation.
- Necessary configurations on SAN storage & Sun server for accessing storage volumes.
- Configure and monitor Oracle data guard based replication of Oracle production databases in DC & DR site
- Creation of data stores and configuring with the existing ESX server. Creation of data stores and configuring the same with Sun Sparc machines as well as configuring the mount points on Sun Sparc virtual machines.
- Setup of replication of VMware VM between IFCI's Primary site and the proposed DR site being set up.
- Creation of VMware Templates of all important Virtual Machines. Install OS on all virtual Machines etc.
- Installation and configuration/management of SAN storage / its configuration including SAN switches and other supporting hardware.
- Patch Implementations if any required for the above implementation. The bidder shall provide and apply all upgrades and patches free of cost during the warranty / ATS / AMC period. Such upgrades / patches should be applied within 6 months of the release.
- Selected Bidder will cooperate with the already engaged System integrator/any other vendor to ensure business continuity for DC & DR Functionality testing for Sync Operation at DR site.

- Testing of hardware and Application in coordination with system integrator/ or any other vendor to ensure smooth DR Drill. The frequency of DR Drill would be decided and communicated by IFCI.
- Testing the Total solution in the all locations with consultancy of IFCI.
- Provide onsite support during IFCI's Disaster Recovery Testing as and when required for a period of 3 years, involving the implemented systems, hardware and software if any.
- The Bidder shall provide a full documentation of the project.
- The solution must have the capability of automatic or manual (complete or partial) failover and / or fallback from and to IFCI's main site.
- IFCI may decide to re-locate the ordered hardware in any location in India. In such a case the vendor will be required to unmount the hardware and re-install the same in the new location free of charge. However, shipment / transportation of the hardware shall be the responsibility of IFCI.

The above scope of work is a high level guideline for the activities involved, however a detailed plan with requirements shall be discussed and agreed with the selected vendor.

Delivery, Installation and Commissioning of Hardware /Software

The Bidder will be responsible for:

- The selected bidder shall supply various Hardware/Software components as mentioned in the Annexures.
- Installation shall mean to install and configure / integrate, Hardening of every component and subsystem component, required for functioning of the Data Centre and DR Site.
- Configuring the SAN storage for access by the virtual machines and or any existing servers as required.
- Installation of OS and Patches on the virtual machines and setting up replication over to remote DR site.
- The Bidder will promptly install the delivered goods at the designated installation sites. The Bidder is responsible for installation and configuration of systems at sites including unpacking of cartons/ boxes, assembling, wiring, cabling between hardware units/Software and connecting to power supplies. The Bidder will test all hardware and accomplish all adjustments necessary for successful and continuous operation of the hardware/Software at all installation sites.
- The Bidder may commence installation of the equipment only after IFCI has performed a successful Post Delivery Inspection of the equipment, after it has arrived at the designated sites. The Bidder or its representative may test/inspect the Hardware. During the Post Delivery Inspection, the Bidder should provide necessary support/infrastructure

to facilitate Post Delivery Inspection. Hardware may be rejected by IFCI during this inspection, which must be promptly replaced by the Bidder, in order to complete the inspection and meet the schedule.

- The Bidder must install, test and integrate hardware and software components supplied by them to ensure inter-working of hardware and software. The Bidder will also be responsible to co-operate with IFCI and/ or its application software vendor/ any of the partners, who will install the application software and drivers on the systems, to ensure that the integrated systems are fully functional.
- All Hardware/software components must be supplied along with original media and required drivers wherever applicable.
- It is Bidder's responsibility to deliver all the components at the site within the time frame specified by IFCI in the RFP and install and integrate the same within the time frame specified in the RFP.
- Once the selected Bidder has been notified, the Bidder's technical personnel must visit all the concerned sites.
- Within 24 hours of dispatch of Hardware/Software under this RFP, the Bidder shall notify IFCI the full details of the dispatch including Contract No., Description of Items, Serial No. of Items, quantity, dispatch particulars and the date and name of the consignee etc. :
- The Bidder's invoice showing purchase order number, Item' description, serial number(s) of items, quantity, unit price, total amount.
 - Delivery note, packing list.
 - Insurance certificate.
 - Bidder's certificate that the delivered goods are brand new in all its components and conform to the technical specifications required by IFCI. In case of software, the Bidder should certify that the software supplied to IFCI is licensed and legally obtained;
 - Manufacturer's/Bidder's warranty certificate.
 - Inspection Certificate as applicable;
 - Certificate of origin;
 - Excise gate pass / octroi receipts, wherever applicable duly sealed indicating payments made; and Any other document evidencing payment of statutory levies
- The Bidder has to make its own arrangements to fulfil all delivery formalities, including payment of all taxes, duties, charges and levies of Central or State Governments, as applicable, and should not involve IFCI in these activities. IFCI will not accept any liability on account of non-payment of any applicable taxes and levies by the Bidder.
- The cost of the insurance will be borne by the vendor. At the discretion of IFCI, there will be an acceptance test conducted by the vendor in presence of IFCI official(s) and/or its nominated consultant(s) after installation of complete item(s).
- IFCI shall review the detailed acceptance test plan.
- IFCI may also conduct audit of the process, plan and results of the Acceptance Test carried out by the Data Centre Operator. IFCI would issue certification of

completion for which IFCI shall verify availability of all the defined services as per the contract signed between the Vendor and IFCI.

- The Vendor shall be required to demonstrate all the services / features / functionalities as mentioned in the agreement (Comprehensive testing/activation of DC/ DR site activation)
- Commissioning shall involve the completion of associated activity/ies, supply and installation, configuration, testing of the required components and making the site available to IFCI for carrying out live Operations and getting the acceptance of the same from IFCI. Appropriate Testing and Commissioning shall be carried out before the commencement of Operations.
- The final acceptance shall cover after successful testing by IFCI or its third party monitoring agency; a Final Acceptance Test Certificate (FAT) shall be issued by IFCI to the Vendor.
- The date on which Final FAT certificate is issued shall be deemed to be the date of successful commissioning of the Project.
- Prerequisite for Carrying out FAT activity:
 - Detailed test plan shall be submitted by Vendor to IFCI before FAT activity to be carried out.
 - The training requirements as mentioned should be completed before the final acceptance test.
 - All hardware and software items must be installed at IFCI's site as per the specification.
 - Availability of all the defined services shall be verified.
 - The Vendor shall be required to demonstrate all the features / facilities / functionalities as mentioned in the RFP.
 - Successful bidder will also provide documented test results.
- Application for FAT
 - Successful hosting of in-house ERP and other related applications are required for FAT purpose.
 - The Vendor would also be required to continuously monitor the various applications in terms of availability and performance.

In the event the Vendor is not able to complete the entire project due to non-availability of resources from the IFCI, the vendor and IFCI may mutually agree to re-define Schedule that the Bidder can complete installation and conduct the Final Acceptance Test within the specified time.

Any delay by the Vendor in the Final Acceptance Testing shall render the Bidder liable to the imposition of appropriate penalties.

Training and Knowledge Transfer

Comprehensive training during the implementation phase shall be the key to successful Operations and Maintenance; hence Bidder is required to undertake robust training for representatives from IFCI.

The training documents, including Operating Manuals, Standard Operating Procedures (SOP), troubleshooting tips, for the proposed solution shall be prepared and shared by Bidder with IFCI. The successful Bidder is free to propose the training plan.

Bidder shall propose an approach that includes significant opportunity for knowledge transfer throughout development and implementation phase to develop "in-house resource". These resources will need an understanding of best-practice methodologies for the solution design and maintenance to ensure that the system is built and maintained effectively.

The above plan is only indicative; the final training plan shall be finalized between bidder and IFCI.

- A training workshop needs to be arranged by the bidder for hands-on training. This workshop shall be for 2 weeks and will be delivered by people certified in Server Virtualization
- IFCI , prior to the initiation of the Operations and Maintenance phase, shall undertake a detailed Final Acceptance Test (FAT) process, which will include:
 - Component wise Acceptance
 - Overall Solution Acceptance

The deliverables for FAT would include, but not limit to, the following:

- FAT document (including Plan, procedures, and report)
- Standard Operating Procedures (SOP)
- Exit Management Plan
- Performance Monitoring
- Database Administration/ cluster Management
- Testing – DC/DR and Near DR Site activation
- Documentation of contingency plans
- Definition of triggers for activating contingency plans

The final deliverables for the project would be decided after discussions with IFCI.

Other activities proposed to implement during contract period

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

System & Security Audit

- During warranty and AMS period, the vendor needs to comply with security and system audit observation and remove the audit observation without any additional cost to IFCI.
- The Setup should have built in security features and compliant with the requirements of regulatory agencies.

- It should have high level of reliability with particular emphasis on data integrity and security. Authorized users to use the application if available on Internet / Intranet, generate logs and audit trails.
- The vendor is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the /security system or Government agencies etc.

DR Drill

The Vendor would facilitate in preparation of Disaster Recovery (DR) Plan and also participate/Support in Regular Drill Exercises at pre-decided frequencies (tentatively half yearly) or at the set frequency as decided by IFCI and also provide suggestions/improvement.

The Vendor would also assist in bringing up/rolling back the IFCI's systems in case of any systems failure in consonance with the approved by IFCI.

- Synchronization of databases on primary and DR site
- Switchover from primary site to DR site and back.
- Failover of database at primary site to the DR site.

On-Site Services

Remedial Maintenance

Remedial Maintenance shall include the diagnosis and correction of product malfunctions and failures of the hardware products necessary to maintain the system operational.

Remedies may consist of temporary procedures to be followed by IFCI while a permanent remedy is being sought.

Preventive Maintenance

IFCI's Engineer shall conduct health check at a set frequency on all the equipment's, in accordance with the specific needs of the individual equipment as determined in good faith by the Vendor and IFCI.

Preventive maintenance visits shall be performed by vendor in first week of every quarter as per the agreed time by both parties. The preventive maintenance service report should contain a check list of the works carried out

Such Preventive Maintenance /System Health Check will include but not be limited to checking the logs, updating the patches but also or replacements of the unserviceable parts.

The selected vendor shall have conduct preventive maintenance every quarter for all the components, or corrective and remedial maintenance services to set right the malfunctioning of the system if any. This includes replacement of serviceable parts and unserviceable parts.

Part(s) Replacement

All defective parts shall be replaced at no extra cost. Replacement parts shall be new or their equivalent from the same manufacturer(s).

The parts replaced will either be a new part or equivalent in performance to new parts. Whether a defective item or component is to be replaced or repaired shall be at the sole discretion of the selected firm. In the case of a part, the defective part removed from the system will become the property of the selected firm.

Response Time

Maximum Response Time for Remedial Maintenance under the CONTRACT is measured in elapsed coverage hours from the time a service request is received to the time THE VENDOR's customer engineer arrives at IFCI's Site. This CONTRACT provides maximum of 4 coverage hour's response time.

Patch Management:

- The Vendor must ensure that all servers/software and associated hardware infrastructure are updated with necessary patches and firmware updates as and when they are released after due testing. Critical patches should be applied immediately. Also software including system software, storage software, etc. must be updated with necessary patches as and when they are released after due testing.
- The Vendor should keep track of the patches applied and report them to IFCI at periodic intervals. The Vendor must ensure that the application of any patch does not adversely affect the operations of IFCI as a whole.
- Sufficient care has to be taken to ensure that patch application does not result in any downtime.

Incident Management and Response Management

- The Vendor must provide a mechanism for call logging and its resolution thereon.
- The Vendor should adhere to the escalation matrix for escalation of incidents in the event that it is not resolved within the defined time frame. This escalation matrix is valid for incidents occurring at DC/DR site.
- The Vendor should provide a mechanism for incident management including real time incident monitoring and responding to incidents.
- The Vendor should also provide periodic (monthly) reports to IFCI detailing the various incidents reported divided category wise along with steps taken to resolve the same and response time for the same.
- The Vendor shall co-operate with the appointed representatives of IFCI in case of security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities. A summary of all security incidents shall be made available to IFCI on a fortnightly basis. Significant security incidents will be reported on a more immediate basis.

Product Support from the OEM

All hardware supplied must be back aligned with the OEM for any support required. Although IFCI would be logging all with the vendor, IFCI may if desired should be able to directly log a call with the OEM.

Milestones and Key deliverables

The Bidder would provide timelines with milestones and key deliverables. IFCI requires the Bidder to submit a detailed project plan with estimated Schedule of Events for implementation

Project Governance

The Vendor will assign Project Coordinator who will be single point of contact on behalf of service provider. Both IFCI and vendor representative shall discuss plan/ monitor the project performance and to ensure the project meets the timelines as per the contract.

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

Audit Support:

The Vendor is also required to support the IS audit activity as well as provide the fixes for the vulnerabilities /observations within the stipulated timelines.

Training and Knowledge Transfer

Comprehensive training during the implementation phase shall be the key to successful Operations and Maintenance; hence Bidder is required to undertake robust training for representatives from IFCI.

The training documents, including Operating Manuals, Standard Operating Procedures (SOP), troubleshooting tips, for the proposed solution shall be prepared and shared by Bidder with IFCI. The successful Bidder is free to propose the training plan.

Bidder shall propose an approach that includes significant opportunity for knowledge transfer throughout development and implementation phase to develop "in-house resource". These resources will need an understanding of best-practice methodologies for the solution design and maintenance to ensure that the system is built and maintained effectively.

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- IFCI , prior to the initiation of the Operations and Maintenance phase, shall undertake a detailed Final Acceptance Test (FAT) process, which will include:
 - Component wise Acceptance

- Overall Solution Acceptance

The deliverables for FAT would include, but not limit to, the following:

- FAT document (including Plan, procedures, and report)
- Standard Operating Procedures (SOP)
- Exit Management Plan
- Performance Monitoring
- Database Administration/ cluster Management
- Testing – DC/DR and Near DR Site activation
- Documentation of contingency plans
- Definition of triggers for activating contingency plans

The final deliverables for the project would be decided after discussions with IFCI.

Review Mechanisms: During the project implementation phase, the vendor project management shall have a regular review meeting (WRM) with IFCI Management at HO. The frequency may be set as Daily/Weekly/Monthly as per the agreed schedule.

Schedule of Delivery

- The Selected Bidder must deliver the Hardware ordered within 6 week from the date of issuance of the Purchase Order.
- IFCI reserves the right to shift the ordered items to any location where IFCI has its presence or its technology partners are, anywhere in India

Warranty & Support

Warranty for the Services shall be as set forth in this RFP.

After Testing of the implemented Solution /project and its acceptance by IFCI, the Bidder has to provide regular warranty & Support for three (3) years as per details hereunder

General Scope of Services

- Bidder will ensure OEM representative presence as and when required during implementation period and Post maintenance phase as well.
- The Vendor shall provide Comprehensive Support for all hardware and software listed in the document.
- Response time for Remedial Maintenance shall be 4 working hours. The hours of coverage shall be 24 hours per day, Saturday through Friday including all Public Holidays. In the event of any reported fault, VENDOR shall make best efforts to diagnose/rectify and resolve any hardware problem. If there is a part replacement required, The Bidder shall replace the part within the committed repair time.
- All the personnel deployed by the Vendor for performing various functions in the project including but not limited to Implementation, AMC, etc. will have to be the employees of either the Prime Bidder or a Consortium Partner capable of handling the relevant function.

- Contract Labour Registration / License should be obtained by the Vendor. The Vendor needs to provide a confirmation to this effect.
- All sub-Contractor's/ consortium partners are automatically party to the Non-Disclosure Agreement (NDA) signed between the bidder and IFCI, and therefore must sign the NDA.
- The scope of warranty/Annual Maintenance Contract also includes but not limited to provision of new system software releases, patches, versions of Software including Firmware, Testing Tools and Bug fixes.
- Bidders should maintain the equipment provided for at least 3 years (3 years warranty Support) from the date of acceptance by IFCI.
- Necessary assistance for any DR drill or Benchmarking exercise must be rendered by the Vendor for the contractual period, at no additional cost to IFCI.
- Any support that is available during the Warranty period should also necessarily be available during the AMC period.
- The Bidder shall provide on-site comprehensive warranty for all the components provided as part of this RFP. The Warranty (ATS/AMC) should be back to back from OEM onsite and comprehensive in nature.
- The Bidder will warrant all supplied equipment's against defects arising out of faulty design, materials and media workmanship etc., for a period of three years from the date of acceptance of the network & security equipment's and other associated devices.
- Provide for maintenance of Network & security equipment's, including preventive Network & security equipment's support, as well as repair or replacement activity after a problem has occurred, If the supplied equipment's are to be replaced permanently due to the vendor's inability to provide spares or maintain the equipment, the Vendor shall replace the equipment of same Make/ Model/configuration or of higher configuration. However, IFCI may accept different make/model/ configuration at its discretion if the original make/model/ configurations are not available in the market due to obsolescence or technological up-gradation.
- The selected Bidder shall provide adequate spares for the critical components of the network &, security equipment's.
- IFCI will not be liable to pay any additional amounts in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract.
- Free on-site maintenance services shall be provided by the Bidder during the period of warranty.
- During the Warranty period, the vendor will have to undertake system maintenance and replacement or repair of defective network & security equipment's. Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to IFCI.

- In case equipment is taken away for repairs, the vendor shall provide similar standby equipment so that the equipment's can be put to use in the absence of the originals/ replacements without disrupting IFCI's regular work.
- If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of the same performance and quality or higher, at no cost to IFCI.
- Further provided that IFCI may, during the period of the warranty, shift the goods wholly or in part to other location(s) within the Country and in such case the Supplier undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to IFCI.
- In case IFCI desires to get the warranty services delivered by OEM, SI shall transfer such warranty services to that preferred Vendor at no additional cost to IFCI.
- In case of any issue with any equipment's supplied by the vendor, IFCI or its appointed System Integrator shall log a call with the vendor (who has supplied the network & security equipment's) it is responsibility of the Bidder to resolve the issue with the assistance of the OEM if deemed necessary. IFCI or its appointed System Integrator shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- The Vendor shall not outsource the maintenance work assigned by IFCI, to any third party and shall arrange attending of all complaints registered by IFCI officials through its own service/support infrastructure only. The payment for IFCI charges shall be released to the vendor on quarterly arrear basis.

IFCI's Acceptance towards Complete Project Implementation

Testing and quality assurance is more rigorous since each component has to be more reliable.

The vendor needs to get the acceptance criteria approved IFCI. The vendor shall be responsible for the testing processes such as planning (includes preparing test plans and defining roles), preparation (consists of preparing test specification, test environment and test data) and execution (includes testing at various levels like unit level, integration level, system level and production).

Integration test will be termed complete when actual results and expected results are either in line or differences are explainable/ acceptable based on IFCI's input.

The Acceptance Test shall be carried out on the solution jointly by the representatives of the IFCI and the selected bidder, after the installation has been completed and after receipt of written information to this effect from the vendor i.e. his readiness for conducting the Acceptance Test/s.

The Acceptance Test shall be as per the comprehensive "Acceptance Test Plan" document to be prepared jointly by the Vendor and the IFCI, which shall contain various tests to be performed for acceptance of the deployed Solution.

The Acceptance Test shall be deemed to be complete only on successful completion of the acceptance tests and issuance of the "Acceptance Certificate" by the IFCI to vendor.

The vendor shall take remedial measures including re-configuration of the Solution or of any component there under, including replacement thereof, at no additional cost to the IFCI, to ensure that the entire Solution meets the requirements of the IFCI as envisaged in the RFP.

Submission of RFP

The Bidders are advised to study the tender document carefully. ***The Bidder has to ensure that while submission of the Bids, all the pages of the Bids are signed by the competent authority / authorized signatory.***

RFP document submission is required to be done as under:-

The Tender documents (Receipt, Technical Bid & Commercial Bid) should be submitted online on e-Tendering portal on line <https://ifci.etenders.in> .

However, hard copy of technical bid, tender fee and Earnest Money Deposit (EMD) as prescribed, in original should be submitted physically at IFCI Ltd., IFCI Tower, 61 Nehru Place, New Delhi 110019 on all working days during working hours before the last date & time. The tender submitted should be super scribed as under:

Tender Fee and Bid Security:

Tender Fee & Bid Security for: Supply and Installation of Hardware and Software for Implementation of DR Site.

Note: Tender Fee and Bid Security must be put in a separate envelope.

Bid Submission

1. Bidders who wish to participate in this tender will have to register on line <https://ifci.etenders.in>. To participate in the e-tendering process, bidders will have to procure Digital Signature Certificate (Type-II or Type-III from the list of supporting E Tokens given on the same website) as per information Technology Act-2000 by the use of which they can sign their electronic bids. Bidders can also procure the same from any CCA approved certifying agency etc.

Bidders who already have a valid Digital Certificate (from the list of supporting E Tokens given on the same website) do not need to procure a new Digital Certificate. **The bidders are requested to read carefully the user manual available on website <https://ifci.etenders.in> before initiating the process of E-Tendering.**

Bidder shall submit their offers online in an electronic format both for “Technical bid” and “Commercial bid”.

2. Before electronically submitting the tenders, it should be ensured that all the tender papers are signed by the bidders.

3. **On-line submission of bids:** The online bidders will have to be digitally signed and submitted within the time specified on website <https://ifci.etenders.in> the following manner:-

Note:

- If the online submission does not include all the information required or is incomplete, the proposal is liable to be rejected
- Bids submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by IFCI
- The evaluation of the bid will only be based on the documents uploaded online on e-Tendering portal <https://ifci.etenders.in>
- The Tender evaluation committee for the evaluation of the RFP response reserved the right to relax the evaluation criteria.

Technical Bid

Technical bid response must comply with the annexures provided and all the compliances stated in the pre-qualification criteria.

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

A copy of Bill of Material (without any cost detail) must be submitted along with Technical proposal.

Commercial Bid

The rates as given in the schedule shall quote in figures and the rates must be exclusive of all taxes in financial bid. The bidder is required to check the prices/amount carefully before uploading financial bid.

1. Proof for submitting cost of tender document and EMD are essential with technical bid otherwise bid in electronic form will not be considered.
2. Only one bid would be considered from one firm/Company for online e-Tendering.
3. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. IFCI also reserves the right to amend the dates mentioned in **Key Events & Dates** of this Bid document.

All prospective bidders will be notified of the amendment which will be final and binding on all the bidders via notification of the e-tendering portal and IFCI Website only.

In order to allow prospective bidders reasonable time in which to take the amendment into account in Preparing their Bids, IFCI, at its discretion, may extend the deadline for the submission of Bids. Further, IFCI reserves the right to scrap the RFP or drop the tendering process at any stage without assigning any reason.

Bid Evaluation Methodology

The Tender evaluation committee constituted for the said purpose, shall conduct bid evaluation. The objective of evaluation methodology is to facilitate the selection of the technically superior solution at optimal cost. The purpose of it is only to provide the Bidder 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 commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

A maximum of 80 marks will be allocated. **65% weightage** for Technical Bid and **35% for Commercial Bid shall be followed**. The bids will be eventually evaluated on the basis of the vendor ratings arrived by a combined scoring of the Technical Bid (weighted) and Commercial bid.

Techno-Commercial complied bidder with lowest quote based on Total Cost of Ownership (TCO) will be considered as successful bidder.

The evaluation will be a two-stage process:-

Phase 1 – Technical Evaluation

Phase 2 - Commercial Evaluation

The score(s) will be calculated for all technically qualified Bidder's using the formula:-

(Minimum Commercial Quote/Quoted Price of the Bidder) x 35% + (Technical Score/Highest Technical Score) x 65%

(Technical Bid will carry 65% weightage and Commercial bid will carry weightage of 35%)

Highest scores so obtained using the above method shall be declared L-1. In case of tie-up in Techno-Commercial evaluation score, the Bidder scoring highest technical score will be declared L-1 Bidder.

Total score = 65% x technical proposal score + 35% x Financial proposal score.

Bidder's who's bids qualify for Technical Evaluation, shall be opened for commercial evaluation. Bids/Proposals will be opened in the presence of short-listed vendor's representatives, who choose to attend the commercial Bid opening. **The evaluation of the bid will be based on the documents uploaded online on e-Tendering portal <http://ifci.etenders.in> only.**

Decision of the Tender Evaluation Committee would be final and binding upon the Bidders. IFCI's decision in respect of evaluation methodology and short listing of bidders will be final and no claims, whatsoever in this respect, shall be entertained.

In order to assist in the examination, any time during the process of evaluation, the tender evaluation Committee may at its discretion ask a specific clarification/s from a bidder or all bidder's regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.

The Tender evaluation committee constituted for the purpose, may waive any 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.

Notification of Award

Notification to Bidder

Before the expiry of the period of validity of the proposal, IFCI shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

Successful bidder i.e. Vendor will be responsible for compliance of all the statutory labour laws w.r.t. deployment of manpower by him under the contract and any/all liabilities accruing on account of labour laws will be the responsibility of the Vendor.

Award of Contract

The notification of the award of contract by IFCI and acceptance of the award by selected Bidder shall constitute signing of the agreement. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.

At the same time as IFCI notifies the successful Bidder that its bid has been accepted, IFCI will send Bidder the Performa for Contract provided in the Tender Document, incorporating all agreements between the parties.

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

Payment Terms

- All payments shall be released directly by IFCI to the Bidder except as otherwise provided in the tender. All payments by the IFCI will be effected in Indian Rupees only Subject to any deductions from the Contract price as per Contract, the Bidder shall be entitled to receive the contract price as subscription charges quarterly as arrears against **Original Physical invoice**.
- All the payments mentioned above shall be made by IFCI based on the certification by the IFCI of the satisfactory services provided by the bidder.
- All Bank Guarantees shall be by scheduled commercial Banks in India other than IFCI and shall be irrevocable and enforceable in India.

- IFCI will have the absolute right to encash Bank Guarantees if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.

S.No	Description	Payable Amount
Hardware Delivery		
1	Hardware delivery	30% of The Total Cost
Installation of Hardware & Software		
2.1	Installation of Hardware , Software, Integration and Testing	40% of The Total Cost
2.2	After 3 Months of Successful Implementation and testing and Post Acceptance signoff.	20% of the Total Cost
Infrastructure Support services - Post Completion Certificate By IFCI		
3	After expiry of the 3 year contract/Warranty period, The Balance Remaining would be release subject to deduction of penalty on account of downtime if any.	

Project Time lines

Complete scope of work under the above shall be completed as per the tentative time schedule given below: The time line defined below is for both the Locations.

S.No	Activity / Mile stone	Delivery Schedule
1	Hardware Delivery	6 Weeks from date of Purchase Order to the Vendor
2.	Project Implementation & testing after installation including all hardware installation	4-5 Weeks from date of Hardware and Software License Delivery
2.1	Availability tests (and requires 98% availability – often running a selected system load. Failures taken into account for computing the availability may include unavailability of nodes)	60 contiguous days
2.2	DR Drill with failover testing	2 weeks from the date of Availability Test Completion failover testing Completion
3.	Project Completion / Acceptance Test Report(ATR)	Within 2 week – Testing DC / DR site Drill
4.	Warranty & Support Services	Shall begin from date of Project Completion / Acceptance Test Report(ATR)

Completion of commissioning

The commissioning will be deemed as incomplete if any component of the hardware, software and other equipment's, or any documentation/ media as per Bidder's Bill of Material, is not delivered or is delivered but not installed due to reasons attributable to the Bidder, and/ or not operational or not acceptable to IFCI, after acceptance testing/ examination.

In such an event, the supply and commissioning will be termed as incomplete and it will not be accepted and warranty period will not commence.

The Bidder shall then produce an Acceptance Certificate, signifying successful commissioning, before IFCI for signoff, signifying the beginning of the Warranty Period.

The date the Acceptance Certificate is signed off by IFCI would be the date of commissioning of Hardware for all intents and purposes. Any delay in commissioning of the equipment arising as a result of causes not attributable to the Bidder, shall not be factored as a reason for delaying acceptance from being provided for the entire installation.

Locations of Installations

The equipment procured by IFCI as mentioned above, will be installed at (location will be provided later).

IFCI reserves the right to change location of installation at a later date with prior intimation to the Bidder. Relocation of the hardware will be done at IFCI's cost. However, Bidder will provide all the necessary assistance to facilitate this.

Instruction to Bidder(s)

General Terms and Conditions

- The vendors are advised to study all technical and commercial aspects, instructions, forms, terms and specifications in the tender document carefully. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the vendors risk and may result in the rejection of the bid.
- The quotations shall be submitted strictly in conformity with the specifications given in this tender document and as per mandatory response format. The tenders not submitted in the prescribed format or incomplete in any manner are likely to be rejected.
- 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.

IFCI reserves the right to alter the requirements specified in the RFP for any reasons prior to the last date of submission of RFP. Bidders are advised to check IFCI website for changes to the requirement specifications of the RFP.

Authentication of Bid

The original and all copies of the bid shall be typed and signed. Letter authorizing representing executive(s) must be signed by the competent authority of the vendor.

All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

Quality Assurance & Audit

IFCI will require the bidder to establish and maintain an effective quality assurance program to ensure the technical quality of the services provided under any task is in order. The bidder should arrange to conduct periodic risk management analysis, security vulnerability assessment of the solution deployed at least half-yearly.

Information Security audit would also be periodically carried out (tentative frequency half-yearly) audited by IFCl's appointed auditors. The audit scope may include vulnerability assessment, penetration test of related infrastructure various guidelines defined by Cert-In or any other Government agency, the successful bidder is required to facilitate audits; fix/rectify all the vulnerabilities reported by the security auditors without any cost to IFCI and within 60 days of getting the reports. Fixation of any reported vulnerabilities may be prioritized basis the nature of Priority and impact.

The Bidder shall ensure adherence to Guidelines for Government for complete scope of work. It would be the responsibility of the vendor to remove the vulnerabilities identified.

Insurance

The goods supplied under the Contract shall be fully insured in Indian Rupees only against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

Bidder shall take comprehensive insurance (including transportation) for all equipment brought by them under the contract. IFCI shall not take any responsibility with respect to insurance of the systems.

The insurance shall be in an amount equal to 110% of the Cost Insurance Paid (CIP) Destination value of the goods from "warehouse to warehouse (Final Destination)" on "All

Risks" basis, including War Risks and Strike clauses valid for a period not less than 3 months after installation and commissioning and issue of Acceptance Certificate by IFCI. The Bidder shall extend the insurance in case the acceptance sign-offs have not been obtained.

Performance Bank Guarantee

The vendor, within 30 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format attached in RFP, issued by any scheduled commercial bank equivalent to 10% of the TCO (Total Cost of Ownership) valid for 3 years plus a claim period of 6 months from the date of issuance of the purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the vendor shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the vendor is unable to provide satisfactory. IFCI reserves the right to forfeit the same. Further, IFCI reserves the right to invoke the Performance Bank Guarantee in case the vendor is not able to fulfil any or all conditions specified in the document or is unable to complete the project within the stipulated time.

1. The proceeds of the performance security shall be payable to IFCI as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
2. The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Scheduled / Nationalized bank in India, acceptable to IFCI in the Format proposed.
3. The performance security will be discharged by IFCI and returned to the Bidder after 30 days following the date of completion of the Bidder's performance obligations under the contract.
4. In the event of any contract amendment, the Bidder shall, within 30 days after receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended.
5. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (Not less than Rs. 500/-).

Contacting IFCI

No bidder shall contact IFCI on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded.

Bid Security (E.M.D)

- The Bidder shall furnish, as part of its Bid, a Bid security.
- The Bid security is required to protect IFCI against the risk of bidder's conduct, which would warrant the security's forfeiture.

- The Bid security shall be denominated in Indian Rupees
- Any Bid not secured, as above, will be rejected by IFCI, as non-responsive
- Unsuccessful bidder's Bid security will be discharged or returned as promptly as possible but not later than sixty (60) days after the expiration of the period of Bid validity.
- The successful bidder Bid security will be discharged upon bidder, signing the Contract and furnishing the performance security as per format.
- The Bid security may be forfeited
 - if a bidder withdraws its Bid during the period of Bid validity specified by the bidder on the Bid Form; or
 - if a bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract; or
 - in the case of a successful bidder, if bidder fails;
 - (i) to sign the Contract;
 - or**
 - (ii) to furnish Performance Security as mentioned

IFCI reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

Bids Not Considered For Evaluation

Bids that are rejected during the process due to incomplete documentation/ inadequate inputs or late receipt of query response if any, will not be considered for further evaluation. Decision of the Tender Evaluation Committee would be final and binding upon the Bidders.

Bid Validity

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by IFCI. A bid valid for a shorter period shall be rejected by IFCI as non-responsive. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. In exceptions circumstances IFCI may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended.

Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers/bids, the Tender evaluation committee of IFCI Ltd. may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing, within stipulated timelines and no change in the price or substance of the bid shall be sought, offered or permitted. Decision of the Tender Evaluation Committee would be final and binding upon the Bidders.

Discharge of Bid Security

Upon signing of mutually agreed contract, the bid security of all bidders will be released within 30 days.

Rejection of Bid

Pre-Qualification Rejection Criteria

- 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 effort on the part of a Bidder/any of the partners to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by IFCI after the last date & time prescribed for receipt of bids.
- Made misleading or false representation or deliberately suppressed the information in the forms, Statements and enclosures required in the pre-qualification document

Technical Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

- Bid not conforming all the conditions of the pre-qualification criteria.
- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidder's not complying with the Technical and other 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 as defined.
- If the bid does not confirm to the timelines indicated in the bid.

Commercial Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

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

Standard Conditions

Bidder's Responsibilities

All entries in the bid shall either be typed or be in ink. Erasures without proper attestation by the Authorized Attorney shall render such bids liable to summarily rejection.

All cancellations and insertions shall be duly attested by the Bidder. Bidder's offers, remarks and deviations shall be with reference to sections numbers given in the Tender schedules.

Bidder's obligation to inform itself

The bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

Reliability/Quality of the Hardware

The hardware supplied by the bidder should be Robust and Reliable, as per technical specifications. The bidder should also specify the lifetime of hardware and should avoid offering solution which has already reached End of Life (EOL)/End of Support (EOS).

The Bidder must guarantee that all offered equipment's delivered are brand new. Further all related software to be supplied/delivered and installed must be of latest version.

Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in "**Invitation for Bids / Key events and dates**". The queries must be submitted in below Format:

S. No.	Section No.	Clause No	Reference/ Subject	Clarification Sought

The queries not adhering to the above mentioned format shall not be responded.

IFCI will respond in writing, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. Written copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have purchased the RFP Document.

Modification and Withdrawal of Proposal

Signing and Marking of Notice

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions stated earlier.

A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

Last Date for Notice

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from the Bidder's will not be considered.

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in bidder's forfeiture of its Bid Security.

Clarification of Offer

To assist in the scrutiny, evaluation and comparison of offer, IFCI may, at its discretion, ask the Vendor for Clarification of their offer. IFCI has the right to disqualify the Vendor whose clarification is found not suitable to the proposed project. IFCI reserves the right to make any changes in the terms and conditions of RFP. IFCI will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.

Compliance

Each page of the Bid and cuttings/corrections shall be duly signed and stamped by the Bidder. Failure to comply with this requirement may result in the Bid being invalidated.

Publication of Any addendum/ Corrigendum/ Clarifications

- Any addendum/ Corrigendum to the RFP would be published only on the IFCI Website and also on the e-tendering portal <https://ifci.etenders.in>.
- Prospective bidders must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by IFCI, on our Website as well as E-tendering portal <https://ifci.etenders.in>.

Other Terms and Conditions

Bidder (s) Liability

The successful bidder aggregate liability in connection with obligations undertaken within the scope of this RFP, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract. The exception to the above being that bidder's liability in case of claims against IFCI resulting from misconduct or gross negligence of bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be limited to the value of such claims against IFCI. IFCI shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP.

In no event shall IFCI be liable for any incidental or consequential damages or liability, under or in connection with or arising out of this Tender and subsequent agreement or the hardware or the software delivered hereunder.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with IFCI. However, IFCI does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non responsive and are liable to be rejected.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Tender evaluation Committee 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.

IFCI reserves the right to accept or reject, in full or in part, any or all the offers without

assigning any reason whatsoever. IFCI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. IFCI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

Tax clause

The contract value is exclusive of all applicable Indirect taxes, levies, duties, cesses and surcharges. Any Indirect Tax (such as service tax, VAT/ CST, entry tax, customs duty, excise duty or any other tax or proposed tax such as GST) will be charged and recovered over and above the agreed consideration.

Penal clauses

In case any credit, refund or other benefit is denied or delayed to the Buyer due to any non-compliance by the Seller (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents/ invoice prescribed under Law by the Seller, the Seller would reimburse the Buyer the loss to the Buyer including, but not limited to, the tax credit loss, interest and penalty.

Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the Bidder and IFCI, shall be written in English language.

Waiver of Minor Irregularities

IFCI reserves the right to waive minor irregularities in proposals provided such action is in the best interest of IFCI. Where IFCI may waive minor irregularities, such waiver shall in no way modify the "Request For Proposal"(RFP) ,requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is selected.

Rejection of Bid

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.

Employee non-solicitation

The selected Bidder and IFCI each agree that during the term a selected Bidder personnel or IFCI employee associated with the services under the Contract and for a period of twelve months after such person ceases to be so associated, neither the selected Bidder nor IFCI shall, directly or indirectly, solicit for hire or knowingly hire or retain such personnel of the

other party as an employee or independent contractor, except with prior written consent of the other party.

Non-Disclosure Agreement

The Bidder will have to sign a mutually agreed Non-disclosure agreement.

Arithmetic Errors Correction

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

- a)** If there is 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 supplier Vendor does not accept the correction of errors, its bid will be rejected.
- b)** If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, the unit price quoted in words shall be taken as correct.
- c)** If the Vendors has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- d)** IFCI 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 Vendor

Negligence

In connection with the work or contravenes the provisions of General Terms, if the Vendor neglects to execute the work in accordance with the terms of the Contract, in such eventuality, IFCI may after giving notice in writing to the Vendor calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable

(But no less than 30 days) and in default of the said notice, IFCI shall have the right to cancel the Contract.

IFCI's Right to Vary Scope of Contract at the time of Award

IFCI reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for IFCI's action.

Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of IFCI, however, IFCI will maintain strict confidentiality of the proposal and all

supporting documentation and shall in no case share any information or part thereof with any third party including other Bidders.

Compliance with Industry Standards

In addition to above, the proposed hardware /solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, security, installation, and testing. The Bidder shall adhere to the standards published by the Department of Information Technology, Government of India.

Exit Option

IFCI reserves the right to cancel the contract in the event of happening one or more of the following conditions:

- Failure of the successful bidder to accept the Purchase Order (PO) and furnish the Performance Bank Guarantee equivalent to 10% of the AMC cost within 30 days from receipt of purchase contract as stated in the RFP.
- Serious discrepancy in functionality of the equipment under the AMC, support to be provided or the performance levels which have an impact on the functioning of the solution.
- In addition to the cancellation of contract, IFCI reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder.

Vendor's Cooperation in the Event Of Termination

The vendor agrees that in the event of any termination of this Contract, selected Bidder shall fully cooperate with IFCI in the transition to a new services vendor. Such cooperation shall include, but shall not be limited to, providing parallel services until IFCI's vendor transition is completed. The vendor shall provide exit management plan for smooth transition, at the time of termination.

Order Cancellation

IFCI also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Breach by the tenders of any of the terms and conditions of the tender.
- If the Bidder goes into liquidation voluntarily or otherwise.
- Violation of Laws.
- Interruption of business as well as access delays or access interruptions or deficiency in services to IFCI Business users
- Data non-delivery, mis-delivery, corruption, destruction or other modification
- Loss or liability resulting from the unauthorized use or misuse of account identifier or password
- copyright infringement or breach of Scope of work /Agreement

- Upon 10 day's written notice to the vendor of a material breach if such breach remains uncured at the expiration of such period, contract may be terminated.
- if the Service provider/Vendor becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership or liquidation.

In addition to the cancellation of purchase order, IFCI reserves the right to forfeit the Security Deposit/ Performance guarantee submitted to IFCI by the Bidder and delisting the bidder.

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

IFCI 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 Vendor(s) or any obligation to inform the affected Vendor(s).

IFCI 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 in selecting the Vendor would be final and conclusive and IFCI will not entertain any correspondence in this regard.

Limitations of Liability

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

The total cumulative liability of either party arising from or relating to the Contract shall not exceed the amount paid to the selected Bidder by IFCI during the preceding twelve (12) months period (as of the date the liability arose).

The selected Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Contract to the extent that such delay or failure has arisen as a result of any delay or failure by IFCI or its employees or agents or third party service providers to perform any of its duties and obligations.

In the event that the selected Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of IFCI, then the selected Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the selected Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of IFCI.

Such failures or delays shall be brought to the notice of IFCI and subject to mutual agreement with IFCI, the selected Bidder shall take such actions as may be necessary to correct or remedy the failures or delays on mutually agreeable terms.

Liquidated Damages

If the Selected Vendor / Service provider fails to deliver any or all of the Solution or perform the Services within the time period(s) specified in the Contract, IFCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% per week or part thereof of contract price subject to maximum deduction of 10% of the delivered price of the delayed Solution or unperformed services for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, IFCI may consider termination of the Contract.

- Installation will be treated as incomplete in one/all of the following situations:
 - Non-delivery of any hardware or other components and software mentioned in the order.
 - Non-delivery of supporting documentation.
 - Delivery, but no installation of the components and/or software.
 - Issue in integration of hardware.
 - System operational, but unsatisfactory to IFCI
- If the Vendor fails to deliver or install any or all of the Goods or perform the Services within the time period(s) specified in the RFP, IFCI shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed Goods or unperformed Services until actual delivery or performance, per week or part thereof; and the maximum deduction is 10% of the overall contract value. Once the maximum is reached, IFCI may consider termination of the contract.
- In addition to the cancellation of purchase contract, IFCI reserves the right to appropriate the damages through encashment of the Performance Guarantee given by the Bidder , in whole or in part, without notice to the System Integrator in the event of breach of this Agreement or for recovery of liquidated damages
- Liquidated Damages for error/variation- In case any error or variation is detected in the reports submitted by the System Integrator and such error or variation is the result of negligence or lack of due diligence on the part of the System Integrator, the consequential damages thereof shall be quantified by the IFCI in a reasonable manner and recovered from the System Integrator by way of deemed liquidated damages, subject to a maximum of the Agreement Value. The Service Level Penalties and Liquidated Damages both are separate penalties and the maximum cap of 10% on contract value, in each case, this will also be separately applicable.

S.No	Activity / Mile stone	Delivery Schedule	LD Clause
1	Hardware and Software License Delivery	6 Weeks from date of Purchase Order to the Vendor	>6 weeks , 1% of undelivered Hardware per week thereafter
2.	Project Implementation & On-site testing after installation including all hardware installation	4-5 Weeks from date of Hardware and Software License Delivery	>5 weeks , 1% date of Hardware Delivery
2.1	Availability tests (and requires 98% availability – often running a selected system load. Failures taken into account for computing	60 contiguous days	< 60 contiguous days , 1% date of Project Implementation

	the availability may include unavailability of nodes)		
2.2	DR Drill with failover testing	2 weeks from the date of Availability Test Completion	>2 weeks , 1% of Project Implementation per week thereafter
3.	Project Completion / Acceptance Test Report(ATR)	Within 2 week – Testing DR site as well as DR Drill	
4.	Warranty & Support Services	Shall begin from date of Project Completion / Acceptance Test Report(ATR)	

Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty warning may be issued to the System Integrator for minor deficiencies on its part.

In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the IFCI, penal action including but not limited to debarring for a specified period and/or stopping of all payments under the Agreement may also be initiated as per policy/discretion of the IFCI.

SLA violation as per the Liquidated Damages clause mention in the tender.

Termination for Default in Service

IFCI, without prejudice to any other remedy for breach of contract, by giving 30 days written notice of default if the Vendor fails to cure the default within the notice period, may terminate this Contract in whole or in part and invoke the penalty clause:

- If the Bidder fails to perform any other obligation(s) under the Contract.
- Non satisfactory performance. Serious discrepancies noted during Support period.
- Breaches in the terms and conditions of the Contract.

Termination for Insolvency, Dissolution etc.

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

Termination for Convenience

IFCI, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IFCI's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by IFCI.

Publicity

Any publicity by the Vendor in which the name of IFCI is to be used should be done only with the explicit written permission of the Purchaser.

Intellectual Property Rights Information Ownership

All information processed, stored, or transmitted by IFCI's equipment belongs to IFCI. By having the responsibility to maintain the equipment, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information.

Exit Management

Exit management shall involve the complete handover of the operations to the vendor identified by the IFCI, which would take care of.

This Exit Management plan shall be furnished in writing within 7 days from the Effective Date of this Agreement. Exit Plan has to be submitted by the Responder and approved by IFCI IT Department. Exit procedure needs to be carried out as per approved Exit Plan.

Exit Plan Knowledge Transfer, Required Documentation and smooth transition and maintenance team to new team if selected.

During the exit management period, the Vendor shall use its best efforts to deliver the services and Support in managing "Service Level Agreement" (SLA). Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule

Address for Correspondence

The Bidder shall designate the official mailing address and place to which all correspondence shall be sent by the Purchaser.

Rights of Access to Information

At any time during the exit management period, the successful bidder will be obliged to provide an access of information to IFCI, and/or in order to make an inventory of the Assets (including Software / Active / passive), layouts, diagrams, schematics, documentations, manuals, catalogues, archive data, IP addressing, Live data, policy documents or any other material related to mentioned Project. In no case the successful bidder will be required to share any of its confidential information.

Failure to abide by the Agreement

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract in accordance with the terms of the Contract.

No Assignment

Selected Vendor shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of IFCI.

Applicable laws

The Contract shall be interpreted in accordance with the laws prevalent in India. Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with all applicable laws in force and as are applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect IFCI and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

Indemnity

The vendor shall assume responsibility and hold IFCI harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation, salary, retirement benefits, or any other fringe benefits asserted by an employee of the Vendor or any claim arising out of alleged infringement of any claim of copyright, patent, trademark or other proprietary right of any third party arising out of Vendor's performance of services hereunder.

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 Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP.

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 reasons beyond its control, fires, floods, power failures, Acts of God, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labour 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.

Delays in the vendor's Performance

If at any time during performance of the Contract the vendor should encounter conditions Impeding timely delivery and performance of Services, the vendor shall promptly notify the Company in writing of the fact of the delay, its likely duration and its cause(s).

As soon as practicable after receipt of the vendor's notice the Company shall evaluate the Situation and May, at its discretion, extend the vendor time for performance with or without

Liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under conditions of contract clause Liquidated Damage's & penalties, a Delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.

Privacy & Security Safeguards

The Vendor shall not publish or disclose in any manner, without IFCI's prior written consent, the details of any security safeguards designed, developed, or implemented by Vendor if any under this contract or existing at any IFCI location. The Vendor shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all IFCI data and sensitive application software.

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 mutually appointed by the parties. 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.

Confidentiality

The Vendor 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. IFCI shall further have the right to regulate Vendor staff with respect to access to its premises.

The Vendor shall not divulge to any person handling other divisions, subsidiaries or groups of Vendor 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 Vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contract and invoking the bank guarantee without notice to the Vendor.

Each party (in such capacity, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential

Information (as hereafter defined) provided by the other party (in such capacity, the "Disclosing Party"). The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under the Contract Agreement.

The term "Confidential Information", as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement.

The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

The confidentiality obligations shall be applicable and survive for 5 years from the date of the relevant disclosure. Selected bidder will have to sign a legal Non-Disclosure Agreement with IFCI before starting the project.

Disclaimer and Disclosures

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of 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 in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between IFCI and any successful Bidder as identified by IFCI, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of IFCI with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. IFCI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IFCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Subject to any law to the contrary, and to the maximum extent permitted by law, IFCI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether Foreseeable or not) offered by any person acting on or refraining from acting because of any information Including forecasts, statements, estimates, or projections contained in this RFP document.

IFCI reserves the right to accept or reject any responses, in whole or in part, and to enter into discussions and/or negotiations with any one or more prospective service providers at the same time and/or at any time, and to terminate Negotiations at any time without incurring any

Annexures

Annexure 1

Forwarding Letter

(To be submitted on Vendor's letter head)

To
General Manager (IT)
IFCI Limited,
IFCI Tower, 61 Nehru Place, New Delhi – 110019.

Dear Sir/Madam,

Subject: RFP No. -----Dated _____ for _____

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer. We acknowledge having received the following addenda / corrigenda to the RFP document.

Addendum No. / Corrigendum No.	Dated

While submitting this bid, we certify that:

- Prices have been quoted in INR.
- The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- We agree that the rates / quotes, terms and conditions furnished in this RFP are for IFCI and its Associates.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of Penalty clauses in the RFP and agree to abide by the same. We also note that IFCI reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of IFCI will be final and binding on us. We agree to abide by this offer till 180 days from opening of the commercial bid, and our offer shall remain binding upon us and may be accepted by IFCI any time before the expiry of that period.

We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, IFCI will have the right to disqualify /blacklist us and forfeit bid security. We undertake to comply with the terms and conditions of the bid document. We understand that IFCI may reject any or all of the offers without assigning any reason whatsoever.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that IFCI is not bound to accept the lowest of any bid IFCI may receive.

As Bid security for the due performance and observance of the undertaking and obligation of the bid we submit herewith Demand Draft bearing no. _____ dated _____ drawn in favor of "**IFCI Limited**" or Bank Guarantee valid for ____days for an amount of (Rs. ____ Lakhs Only) payable at New Delhi.

Yours sincerely,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

Annexure 2

BIDDER'S GENERAL INFORMATION

Sr.	Information required	Information to be filled by the bidder		
1.	Name of the bidder			
2.	Year of starting operations			
3.	Constitution of the bidder, i.e., Limited Company, Private Limited Company, Partnership, Sole Proprietorship, or any other type			
4.	Bidder's registered address			
5.	Bidder's corporate address			
6.	Name(s) of partner(s)/Director(s), if applicable			
7.	Address(es) of partner(s)/Director(s), if applicable			
8.	Name(s) of the authorized executive(s)			
9.	E-mail address(es) of authorized representative(s)			
10.	Phone nos. of authorized representative(s)			
11.	Fax nos. of authorized representative(s)			
		During FY 2014-15 (Audited)	During FY 2015-16 (Audited)	During FY 2016-17 (Audited/CA Certified)
12.	Net Profit (` In crore)			
13.	Total Turnover (` In crore)			
14.	No. of support centres			

Date:

Signature of Authorized Signatory.....

Place:

Name of the Authorized Signatory.....

Designation:

Name of the Organization

Annexure 3

Letter authorizing representing executive(s)

(To be submitted on Vendor's letter head)

Ref: IFCI Tender No. _____

<Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid.

For the purpose of validation, his/ her verified signatures are as under and on our behalf. We undertake to abide by any acceptance given by him under his signature.

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

Annexure 4

Escalation Matrix

Ref: IFCI Tender No. _____

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

Name	Organization	Designation	Mobile	Phone	Email address

Any changes in the Designations / Contact Persons IFCI need to be informed immediately.

Thanking you,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

Annexure 5

Acceptance to Terms & Conditions
(To be submitted on Vendor's letter head)

To
General Manager (IT)
IFCI Limited,
IFCI Tower, 61 Nehru Place, New Delhi – 110019.

Dear Madam/Sir,

Ref: IFCI Tender No. _____

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming 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 understand that IFCI is not bound to accept the offer either in part or in full and that IFCI has right to reject the offer in full or in part without assigning any reasons whatsoever.
Yours faithfully,

Authorized Signatories

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

Annexure 6

Declaration for Acceptance of Scope of Work (To be submitted on Vendor's letter head)

To
General Manager (IT)
IFCI Limited,
IFCI Tower, 61 Nehru Place, New Delhi – 110019.

Dear Sir/Madam,

Ref: IFCI Tender No. _____

REG: Acceptance of the Terms and Conditions and Scope of work

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, IFCI has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm, having accepted IFCI can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of vendors for providing _____ services.

We also acknowledge the information that this response of our Company for IFCI's RFP process is valid for a period of, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document read with our suggestions/ comments in our proposal.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Date:

Business Address:

Annexure 7

Confidentially Agreement
(To be submitted on Vendor's letter head)

Ref: IFCI Tender No. _____

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

Subject to confidentiality exclusions, all financial, statistical, personal, technical or other data or programs and information relating to the IFCI's operation which are designated confidential by IFCI 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

BID Security

[Bank's Name, and Address of Issuing Branch or Office]

IFCI Limited: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under RFP No.

Furthermore, we understand that, according to your conditions, bids must be supported by a bank guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you without any demur or protest, any sum or sums not exceeding in total an amount of Rs. _____ (Rupees _____ only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

Has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(a) Having been notified of the acceptance of its Bid by IFCI during the period of bid validity, (i) fails or refuses to execute the Purchase Order ; or (ii) fails or refuses to furnish the performance security; or fails or refuses to deploy the resources within 15 days from date of PO issuance , if required, in accordance with the Instructions to Bidders.

This guarantee will expire:

(a) If the Bidder is the successful bidder, the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder.

In any case guarantee will expire on expiry of bid validity period.

Consequently, any demand for payment under this guarantee must be received by us at the Office on or before that date.

[Signature]

Annexure 9

Self-Declaration: Not Blacklisted

(To be submitted on Vendor's letter head)

Ref: IFCI Tender No. _____

I/ We hereby declare that presently our Company/ firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Date: Signature of Authorized Signatory.....

Place: Name of the Authorized Signatory.....

Designation: Name of the Organization

Annexure 10

Evaluation & Award Criteria

Total Marks = 80

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

Important Note: A copy of Bill of Material (without any cost detail) must be submitted along with Technical proposal.

Technical Bid Evaluation: Minimum Technical score required is 40. Any bidder who scores less 40 will not be considered for commercial evaluation.

The technical bid evaluation shall be done based on the following criteria.

During the technical evaluation stage each bidder shall be assigned different marks out of total 80 marks, as per the criteria specified below:

- **Quality / Satisfactory report from the valuable customers where the products quoted are currently running.**

1.1	2 or Organizations more but less than 5 Organizations	05 Marks	Customer Review /Satisfactory services to be provided. In case vendor has earlier supplied the product quoted in the tender, a satisfactory service certificate from IFCI is necessary.
1.2	5 Organizations or more but less than 7 Organizations	10 Marks	
1.3	7 Organizations or more but less than 10 Organizations	15 Marks	
1.4	10 Organizations or more	25 Marks	

- **Past experience in providing products of similar nature in government Organizations (including PSUs).**

2.1	2 Govt. Organizations or more but less than 5 Organizations	10 Marks	Valid copies of PO to be attached.
2.2	5 Govt. Organizations or more but less than 10 Organizations	15 Marks	
2.3	More than 10 Organizations	25 Marks	

- **Average Annual Turnover of company in last three financial years.**

3.1	Equal to 50 Crore	05 Marks	CA Certificate / auditors certificate needs to be submitted.
3.2	50 Crore to 75 Crore	10 Marks	
3.3	75 Crore to 100 Crore	12 Marks	
3.4	More than 100 Crore	15 Marks	

- **Overall Technical staff strength qualified for the offered product for service support. Necessary documentary proof must be furnished, regarding the availability of them with the Company as on 31st March 2017.**

4.1	5 to 25	02 Marks	Declaration from HR, Undertaking regarding the availability on the rolls of vendor. with an experience between 5-10 yrs. of experience
4.2	25 to 30	05 Marks	
4.3	30 to 50	07 Marks	
4.4	50 and above	10 Marks	

Note: Minimum Technical score is 40. Any bidder who scores less 40 will not be considered for commercial evaluation.

Annexure 11

Hardware Details

S.No.	Details of Hardware Required – with Configurations (Refer Annexure 13)	Qty Req
1	SAN Storage	01
	SAN Storage dual controller FC with minimum of 15 Tb usable after Raid 5 with SAS + 20Tb usable with NLSAS. One hot spare for each disk type with Rail & Rack Mount Kit	
2	SAN Switch	2
	24 Port SAN Switch with 12 Port active on each Switch with rack Mount Kit	
3	Ethernet Switch	1
	Layer 2, 1GBPS Ethernet switch (24 ports) with rack Mount Kit	
4	CABLES & Other Accessories	
4.1	FC LC-LC Cables 2 meters (for connecting SAN	15
4.2	RJ45 Ethernet Patch Cords	15
4.3	All other supporting items & accessories required for the installation not specifically mentioned above to be supplied by the selected vendor	

Annexure 12

Bill of Material

Hardware Requirements with 3 years warranty support

S.No	Description	Qty Required	Proposed Make	Proposed Model No. with part code	Unit Price	Total Price(Rs.)	Remarks, if any
1.	SAN Storage	1					
2.	SAN Switch	2					
3.	Ethernet Switch	1					
4.	CABLES & Other Accessories						
4.1	FC LC-LC Cables 2 meters (for connecting SAN	15					
4.2	RJ45 Ethernet Patch Cords	15					
5	Any other accessories required						
6	Support Cost						
Total Cost (Rs)							

Note:

- All costs must be in Indian Rupees Only
- The Vendor should fine tune the bill of material format to accommodate all the hardware and software items required if any.
- Prices for any optional services, if any, should be quoted separately. (will be added to TCO)
- Bill of Material (with price details) must be submitted for Commercial proposal.
- A copy of Bill of Material (without any cost detail) must be submitted along with Technical proposal.
- Any recurring costs must be clearly indicated with the commercial bid

The Bidder should also specify the lifetime of hardware and should avoid offering solution which has already reached End of Life (EOL)/End of Support (EOS). The Bidder must guarantee that all offered equipment's delivered are brand new. Further all related software to be supplied/delivered and installed must be of latest version.

Annexure 13

Technical Requirement

Detailed Draft Specification of Storage			
Make & Model			
Descriptions			Compliance (Y/N)
1	Controller	The Storage should have Dual Controller FC host based SAN array.	
2	Cache	8Gb Cache across dual controller. Must support either cache battery backup for a minimum of 72 hours during power failure to prevent possible data loss or cache de staging to disk	
3	Front End Ports	Min. 4 x 8GB/16GB FC ports per controller with necessary cables.	
4	Back End Ports	Min. 2 x 6Gb SAS ports per controller with necessary cables.	
5	Hard drive capacity	• Min. 15TB usable capacity using 900GB/1.2TB 10K RPM SAS HDD in RAID 6 or equivalent.	
6	HDD Supports	• The storage should support min. 24 SFF Drives in base storage box and expandable upto 180 Drives using additional enclosure. • The storage should support SAS, NL-SAS, SSD, SED drives	
7	RAID Controller	RAID controller that support RAID Level 0,1,5,10,6 or equivalent data protection technique.	
8	SAN Features	Array should support snapshot and clone feature. Snapshot functionality should support snapshot rollback, snapshot reschedule also. Storage must support atleast 512 snapshots	
		The SAN should support replication and license to be provided	
		Should support minimum 64 host and license for 64 host should be provided.	
		Should be supplied with thin provisioning license for complete capacity.	
		Should support minimum 512 luns.	
		Should support VAAI, VASA API for vmware to integrate within virtual environment. Also should be supplied with vCenter plugin.	
9	Multipathing	SAN should support cloning/disk copy and license for complete capacity should be provided. SAN should be supplied with thin provisioning license also.	
		Multipathing software license for 10 windows/linux machine should be provided or native MPIIO support.	
10	Controller software and Non-Disruptive Upgrade	Firmware should be upgradeable for functionality improvement and enhancements. Must support non- disruptive upgrade.	
11	SAN Management	Entire system must be manageable from GUI based interface. Management software should be supplied with SAN.	
12	Form Factor	2U/4U rack Enclosure.	
13	OS Support	Industry leading Operating System platforms including: Windows Server® 2008 & 2012, RHEL, SUSE, VM Ware	
14	Support	Minimum 5 Years On-site comprehensive warranty. Vendor must offer 24x7x365 Hardware and Software support.	
15	SLA	SupportEdge Standard Part Replace 4hr 5 year	
16	Partner	Authorised Service Provider	
SAN Switch (2 Nos)			Compliance (Y/N)
Make & Model			
Descriptions			
1	No. of Ports	• The switch should have 12nos. Of active 16Gbps FC ports • The switch should be expandable to min. 24nos. Of FC port.	
2	FC Cables	8 x 10meter, MM, LC-LC, Fibre Cable per switch	
3	Data traffic types	Fabric switches supporting unicast, multicast (255 groups) and broadcast	
4	Performance	Auto-sensing of 2, 4, and 8 Gbit/sec port	
5	Form Factor	The switch should be rack mountable	
6	Power	The switch should have redundant power supply	
7	Warranty	5year, 365 x 24 x 7 4Hrs Response support	

Instructions for filling up Compliance Matrix for Technical Requirement

The Technical compliance sheet provides a detailed list of identified requirements and specifications. The bidder should indicate against the requirement in the compliance column the following codes (as detailed in the following Table 1 – Degree of Compliance) to indicate the extent to which their proposals comply with the requirements. Bidder should also fill the details of proposed hardware and provide the necessary information.

Table 1: Degree of compliance	
Response Code	Code Description
Y	Proposed product complies with the specification mentioned
N	Proposed product does not comply with the specification mentioned

General Guidelines for filling Compliance Matrix

1. Any compliance response other than "Y" will be deemed to have been answered with "N" response.
2. Reference to detailed explanations should be specified with the document number, the particular section and the page number of the response document.

The offered product within the scope of this RFP may have some features not contained in the above matrices. Bidder may provide these details separately. These will not be part of above evaluation criteria.

Annexure 14

Performance Bank Guarantee Format

Ref: IFCI Tender No. **IT-111/2016-17/**_____

IFCI Ltd.

IFCI Tower

61, Nehru Place New Delhi-110019

Guarantee No.:

Amount of Guarantee: Rs. _____/- **(Rupees** _____ **in**
words _____ **only)**

Guarantee Cover From: dd/mm/yyyy to dd/mm/yyyy ("Guarantee Period")

Last date of Lodgement of Claim: **dd/mm/yyyy**

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 with IFSC code
_____ having its Head Office at

....., inter-alia, a Branch Office at
(hereinafter referred to as the "**Guarantor**", which expression shall, unless it be repugnant
to the subject or context thereof, include its successors and assigns) **in favour of IFCI**
Limited, a Company incorporated under the Companies Act, 1956 with Corporate Identity
Number L74899DL1993GOI053677 and 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 the
"**Vendor**") vide its letter No. _____ dated dd/mm/yyyy for
_____. as per specifications and terms and conditions given in
the above said orders (hereinafter referred to as "**Services**"), at a total cost of **Rs.**
_____/ - **(Rupees** _____ **in**
words _____ **only)** (excluding taxes).

ii) At the request of the Vendor..... (Bank) the Guarantor has agreed to give
such guarantee to IFCI as hereinafter mentioned for the sum of **Rs.** _____/-
(Rupees _____ **in**
words _____ **only)** being the 10% cost of the said
Services applicable as hereinbefore mentioned. NOW, THEREFORE, these presents
witnesseth 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 Services are found to be defective in material or workmanship or manufacturing and also in case the said SERVICES do not perform satisfactorily during the Guarantee Period and the Vendor fails to rectify the defects to the satisfaction of IFCI, the Guarantor shall pay to IFCI upon demand immediately and without any demur or delay a sum of **Rs. _____/-** (Rupees _____ in words _____ only) equivalent to 10% of the said Services as hereinbefore mentioned.

2. The Guarantor shall also indemnify and keep IFCI indemnified against all losses, damages, costs, claims and expenses whatsoever, which IFCI may suffer as a result of non-performance of the said Services and also the said Services not conforming to the purchase order specifications or any material, workmanship or manufacturing defect noticed and not rectified by the Vendor during the period. The Guarantor hereby agrees to pay the aforesaid amount in one lump sum on demand irrespective of the fact whether the Vendor admits or denies such claim or questions its correctness in any Court, Tribunal or initiates arbitration/ any proceedings pending 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 _____ in words _____ only)** and the guarantee shall remain in full force for Three years from the date of issue of PO Date and thereafter for such extended period as may be mutually agreed upon by the Guarantor, the Vendor and IFCI.

5) Notwithstanding anything contained herein:

i) The banks 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 ----- (**xx** 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

