

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

Name of the Bid: RFQ for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad

General Information

UTI Infrastructure Technology And Services Limited (UTIITSL) advertises regarding tenders/ invitation to bids/ invitation of Expression of Interest and other information on the website regularly. We request you to visit the website www.utiitsl.com daily for updates and download the details and respond to the tenders on a regular basis.

The Tender documents can be downloaded free of cost from the website www.utiitsl.com.

Any information to the bidders on these tenders/ invitation to bids/ invitation of expression of interest and any other information will be uploaded on this website only.

Similarly, any corrigendum's or extension of dates or change in specifications or any other information will be uploaded for the information of the public on this website only. No individual letters / emails are sent regarding this.

The tender document consists of 3 parts:

I) General Conditions

II) Special Conditions

III) Bid Form

PART – I
General Conditions

1. **1. Name of the Bid:** RFQ for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad.

2. **Important Dates :**

Tender Release Date : 05th March 2015.

Last Date of receipt of sealed tender bids: The last date of receipt of sealed tender bids is **upto 3:00 pm on 17th March 2015.** After this time, no bids will be accepted.

Date of opening of the tender bids: The tenders will be opened on the same day (i.e. the last date of the receipt of the tenders) at 3:30 pm at the venue where the tenders are received. All the bidders are invited for the tender opening. In case, if due to a holiday or an emergency or due to some extra ordinary reasons, if the tenders remain unopened on this date, then, the tenders would be opened on the next working day at the same time and at the same venue.

2A. Pre-bid Meetings / Queries: There is no Pre-bid Meeting for this tender.

The queries should be address to the person to whom the tender has to be submitted as given below. However, all queries should be addressed to the email ids anita.soni@utiitsl.com and santosh.shirke@utiitsl.com No telephonic discussion or personal meeting would be entertained.

3. **Name and Address for the submission of the bids:**

The bids should be addressed to **“Assistant Vice President (IT), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614”** and deposited in the specified Tender Box at this address by the due date and time.

4. **Superscription:** The envelope containing the tender must be superscribed as **“Bid for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad office”** The Bids should be made in two parts, the '**Technical Bid**' and the '**Commercial Bid**' kept in two separate sealed envelopes. Each of the bid should be marked clearly as **“Technical Bid - Bid for AMC renewal of Generic System (GS) Hardware and System software at**

CDC, Navi Mumbai and BCC, Hyderabad office” and submitted in two separate sealed covers. Both the sealed Technical and Commercial bids should be enclosed in another outer cover and clearly marked as **“Commercial Bid - Bid for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad office”** as mentioned above.

If the tender is not superscribed then there are chances of accidental opening and for liable rejection of the tender, therefore it is advised that the tender be superscribed as above and deposited in the tender box kept for the purpose at the address given.

5. **Earnest Money Deposit (EMD):** The tender should be accompanied by a Demand Draft / Pay Order as Earnest Money Deposit (non-interest bearing) of **Rs.50,000/- (Rupees Fifty Thousand Only)**

The Earnest Money Deposit should be paid by way of Demand Draft/ Pay Order in favour of **“UTI Infrastructure Technology And Services Ltd, Mumbai”**.

For unsuccessful bidders, the same instrument may be returned without encashing. However, the EMD of successful bidder will be returned on the receipt of a Bank Guarantee as specified by UTIITSL either through the same instrument or through the cheque issued in their favour by UTIITSL.

If the EMD in the form of DD / Pay Order is to be placed in a specified envelope, and if the EMD is enclosed in the envelope other than the specified envelope or enclosed along with Price Bid, the bid will be considered valid only if the requisite amount of EMD is found in the form of Demand Draft / Pay Order.

If the EMD is not enclosed then UTIITSL reserves the right to reject the bid.

The EMD may be forfeited if the bidder fails to honour the terms and conditions of work order placed on the basis of the tenders or does not start the work or does not supply the goods or does not render the services, or fails to provide the requisite Bank Guarantee or fails to enter into an agreement, as the case may be, which in the opinion of UTIITSL may delay or adversely affect the contract.

Tender Fee: A non refundable tender fee of Rs.2,000/- (Rupees

Two Thousand Only) should be paid by way of Demand Draft / Pay Order in favour of “UTI Infrastructure Technology And Services Ltd, Mumbai”.

This tender fee should be in a separate cover **superscripted as “Tender Fee”** and should be enclosed in Technical Bid.

6. **Bank Guarantee:** For successful bidder/s a Bank guarantee of appropriate amount as decided by UTIITSL will have to be given by the bidder at the time and date specified by UTIITSL. The EMD would be returned thereafter.
7. **Validity of the bids:** Generally, the bids will be valid for a period of ninety days (90 days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of rates by mutual consent. However, in case of rate contract, the rates will be valid for a period of minimum one year, extendable by mutual consent for one more year. The agreement which would be entered into with the bidder / vendor or the work order which would be issued to the bidder / vendor would define the validity of the rates more specifically and that would be overriding this clause. In case of rate contract, the Purchase Order will be issued as and when the requirement arises.
8. **Authorized Signatory:** The bid can be forwarded by bidder or bidder’s representative. Representative will have to enclose the Letter of Authority/ the Power of Attorney along with this offer or when demanded by UTIITSL, otherwise the offer is liable to be considered null and void at any stage as per the decision of UTIITSL.
9. **Conditions for tenders sent by post/courier:**
The tenders may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:
 - A. Tender should be preferably sent by Speed Post or Registered Post if it is not possible to deposit the tender in the specified Tender Box.
 - B. Tender should be sent only to the address as given above in the name of the person / designation specified.
 - C. Acknowledgment will be given to Department of Post only for

tender sent by Speed Post and Registered Post.

D. Tender should be superscribed as advised above. The tenderer has to necessarily superscribe the envelope, failing which the tender may not be considered and may remain unopened, or be opened with some other tender or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of UTIITSL.

E. UTIITSL takes no responsibility for any tender not reaching in time.

F. UTIITSL takes no responsibility for tender not reaching at all.

G. UTIITSL takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders may not be accepted at all and are liable for rejection.

H. In case of tenders sent by post or any other mode, if it reaches the address given for submission, duly superscribed, then the role of UTIITSL is limited and restricted to put it in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.

I. It is, therefore, advised that prospective bidders should deposit the tender directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.

UTIITSL reserves the right to call for further information / documents/ break-up of rates, taxes, etc. to decide on the tenders. Tenders, which are not superscribed or which are not addressed properly, are liable to be not considered.

10.Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes: The bid should generally be exclusive of all the applicable taxes, Cess and any other outgoing payable to any authority. The rates should be exclusive of any taxes. The Service Tax, GST, if applicable now, or if made applicable in future, would be on account of UTIITSL. TDS as applicable will be deducted by UTIITSL.

It is clarified that the vendor should clearly indicate the base price

and other taxes/all outgoings/cess as applicable thereon separately. These outgoings like taxes, cess, etc. should be specified with the percentage and amount as applicable at the time of submitting the tenders so that there is clarity on the base rates and the taxes, cess, etc.

UTIITSL reserves the right to call for the clarification on the break-up of the base rate, taxes, cess and other outgoings (and their percentages, etc.) with proof, if required, as and when needed to aid to evaluate the bids.

Similarly, wherever applicable, Octroi and local taxes (entry tax, road permit) should be mentioned at actuals.

Similarly, wherever applicable, Excise and local taxes (entry tax, road permit) should be mentioned at actuals.

10. **Central Excise:** Only in case of the applicability of the excise duty, the bidder/ vendor merely by filling the tender form confirms that the payment to the central excise would be on his account and that if required under the applicable government law, they would get registered with Central Excise. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability from Central Excise by virtue of this contract coming into force.

11. **Insurance:** The insurance for the work carried out upto the stage of handover or insurance for the goods to be supplied upto the stage of handover and the requisite insurance policy as required by law for the personnel involved in the services to be rendered would have to be necessarily be taken by the bidder. In addition to this, the bidder should take insurance for any liability towards Third Party. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability on the part of UTIITSL.

UTIITSL may at its discretion take insurance policy and deduct the amount from the payment to the bidder/vendor. However, this does not absolve the bidder of his responsibility of not taking the requisite insurance policy as required. To clarify, the bidder is responsible for taking the insurance policy and is also responsible for the consequences of not taking it.

12. The liability of the work carried out or the goods supplied would remain with the bidder / vendor till such time UTIITSL takes possession of the work / goods in writing. The bidder /

vendor would be responsible for any loss before taking over by UTIITSL.

13. **Safety Norms:** The bidder hereby undertakes to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by filling in this tender, indemnifies UTIITSL of any consequences due to non-adherence of the safety norms as prescribed by the law. It is also clarified that any order, whether verbal or written, given by any official / representative of UTIITSL, would not be valid if it is in contravention of any safety norms prescribed by law and the bidder is advised to follow the prescribed safety norms.
14. **Agreement:** A suitable agreement would have to be entered into with UTIITSL, failing which the EMD/ the Bank Guarantee as given, may be forfeited or the work order would not be issued. If the terms and conditions of the agreement are not acceptable to the Vendor, then UTIITSL reserves the right to reject the tenders or forfeit the EMD / revoke the Bank Guarantee. In the absence of any specific agreement, any offer made in response to this tender, when accepted by UTIITSL, will constitute a contract between UTIITSL and vendor / bidder.
15. **Right of Rejection:** UTIITSL reserves the right to reject all / any bids / quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
16. UTIITSL reserves the right:
 - i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work.
 - ii) To award the contract to one or more number of bidders / vendors, either on lowest price, equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as UTIITSL may deem fit.
 - iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as UTIITSL may deem fit.
 - v) UTIITSL does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
17. **Negotiation:** Generally, no negotiations would be carried

out. However, if deemed fit, negotiation may be carried out only with the lowest bidder and if the order has to be split to more than one bidders then it could be done on L1 or negotiated rates with L1, whichever is lower.

18. **Testing:** UTIITSL reserves the right to get the material tested at the cost of the vendor/bidder.
19. **Samples:** Wherever required, the bidders are advised to acquaint themselves with the samples and specifications before bidding to have more clarity. For this, they may contact the designated officer to whom the tender has to be submitted as per the address given herein above.
20. **Eligibility:** The bidder should adhere to the eligibility criteria. In any case, they should have prior experience of not less than two years in the same area as put to bid, for supply/service to other organizations of repute. UTIITSL reserves the right to check their credentials with the organizations they have been associated with and if found incorrect, the tender is liable to be rejected.
21. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The bidder/agency/contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.

It may or may not involve manpower. In case manpower is required, then the bidder merely by filling the tender confirms that the bidder has all the requisite permissions and licenses to carry out all the works as stipulated by this tender. Further, merely by filling the tenders, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws in force including manpower. The bidder also confirms merely by filling the tenders, to comply with any future laws that may be enforced upon by the statute.

Agencies which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.

Valid registrations viz., Sales Tax / VAT / Central Excise and with any other authorities as per requirement should be available with the vendor and be produced as and when required.

Consequences of insufficient permissions / licenses or compliances on the part of the vendor would be to the vendor's account and the vendor merely by filling in the tender indemnifies UTIITSL of any or all such consequences.

22. **Blacklisting/Debarring:** The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.
23. **False Information:** In case if it is found that the vendor has not given the correct information and flouted any condition or the vendor does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in these tenders and allied works then UTIITSL reserves the rights to cancel the work order issued to him and award his quantum of work in the manner as deemed fit. This can be done at any stage.
24. **Indemnity:** Further, by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of noncompliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.
25. **Claim for increase in rates:** Any claim for increase in rates on account of any reason whatsoever will not be entertained for the period as stipulated in the agreement.
26. **Extension of contract:** As stipulated by UTIITSL, after the period of expiry, the agreement can be extended on mutual consent for a further period of one year or upto the period till new contract comes in force. However this option can be exercised only by UTIITSL.
27. **Readiness:** The Agency should ensure that the manpower/ machine/materials are procured well in time to ensure quality of work and adherence to the time period and the work / supply / service is not interrupted / delayed irrespective of

volume assigned.

28. **Delay:** If the agency does not start the work or if it is felt at UTIITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTIITSL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work / service / supply at the risk and cost of the contractor / bidder.
29. **Right to reject the work/ service which is not as per the specifications or the terms:** UTIITSL has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for the defective work. UTIITSL reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.
30. **Penalty:** UTIITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in supply/ delay in service. The penalty amount would be **one percent** of the amount put to tender per week subject to a ceiling of 10% . This penalty would be more clearly specified in the agreement to be entered into.
31. **Termination of Contract:** In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then UTIITSL retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be entitled to claim any damages from UTIITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.

As also UTIITSL reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for UTIITSL to go in for a fresh contract.

Contract could be terminated on one month prior notice to vendor at any given point of time during entire AMC period.

32. **Volume/Quantity of work:** Volume/Quantity is only indicative and the same may vary as per the requirement of UTIITSL. The volume indicated is for one year or the period specified in the work order / tenders. The work order would be more specific and binding.

33. **Confidentiality:** The Agency shall maintain strict confidentiality of all the documents, information, data coming in possession of the Agency as a result of awarding the contract and also any oral, written or other information disclosed for evaluation or for any other purposes shall be considered as confidential information passed on to the Agency.

Only if applicable to this tender, the Agency should certify in writing that the design / colour scheme of any document being printed/ processed for UTIITSL is not used / shall not be used by the Agency for any other Organization / Entity under any circumstances. Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages apart from taking action under the appropriate Law.

Only if applicable to this tender, the Agency will delete the data on daily basis, once the same is not legally required further. In short, no data / document of UTIITSL should be with the agency once the work is over on a daily basis.

34. **Usage of data / documents / information : Only if applicable** to this tender, the Agency shall ensure that the documents , data, information etc if imparted by UTIITSL or if come to the knowledge of the bidder, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by UTIITSL in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect UTIITSL's, its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages from the vendor apart from taking action under the appropriate Law. This is an irrevocable condition and it will continue to be in force even if the agreement between the vendor / bidder/agency is terminated with UTIITSL.

35. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency / bidder and/or individual assigned by the Agency for the performance of the services, the Agency shall be liable to pay damages as may be quantified by UTIITSL. Apart from the above, UTIITSL shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.

36. **Essence of contract:** The Vendor shall carry out the work

/provide the services/ complete the supply as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services or supply of goods as per specified quality in specified quantity in specified time is the essence of the contract.** Not adhering to above shall entail UTIITSL to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against UTIITSL by the Vendor. Further the UTIITSL shall have the right to get the unfinished services done/supply made, if any by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the Vendor in default. The Vendor shall also indemnify UTIITSL against any loss, damage, expenses, costs etc, incurred by UTIITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.

37. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
38. **Submission of bills:** The Vendor shall submit the bills correct/accurate in all respects with required challans / receipts and with all relevant documents as specified by UTIITSL from time to time, by 10th of every month (or any other date specified) for the work carried out / services rendered / material supplied in the previous month and the same shall be settled by UTIITSL by the end of the month or earlier. Applicable TDS, etc. will be deducted at source as per rules. The bidder may choose to send the bills early if they decide to do so and UTIITSL will take required steps to settle the bill if it is complete in all respect and the goods/ services covered by it are rendered to the satisfaction of UTIITSL.

The bidders/agencies / contractors/vendors are advised to submit the bills complete in all respects for immediate clearance.

39. **Inspection:** Wherever required, UTIITSL reserves the right to depute its Officers, Auditors, other officials as it may decide etc. to visit the office / commercial / manufacturing site/s of the selected vendor/s for checking their infrastructure, man power and other related documents mentioned and for checking stock records, quality controls, work processes without advance intimation and the vendor/s will have to provide the necessary documents etc to UTIITSL to help UTIITSL ensure presence of appropriate and adequate controls on various processes. Inspection will be done, if so decided by

UTIITSL on periodic basis also.

40. **Nomenclature:** In the said tender, the bidder or the agency or the vendors or the contractor or the vendor and the service provider have the same meanings with reference to the context. As also, reference to any gender covers both the genders and reference to singular also covers plural also.
41. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate/amount quoted resulting in altering L1 or L2 or L3 or any other position. Decision of UTIITSL will be binding in this case. The bidder/Vendor/ Agency merely by filling in this tender agree to this delegation of power to UTIITSL to decide in this matter.
42. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
43. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.
44. UTIITSL reserves the right to call for further information / documents/ break-up of rates, taxes, etc. to decide on the tenders.
45. In the event the resultant L1 rate(s) obtained through this tender are perceived to be substantially higher than the rates at which the goods or services were being procured on the earlier tender then, UTIITSL reserves the right to:
 - a) Request the L1 bidder of this tender to negotiate and try to match the rate on which the order was placed as per the earlier tender.
 - b) If L1 vendor agrees to do so, the work order will be placed to him. If not, this tender would be cancelled and the earlier bidder, who is presently carrying out the services / work would be then asked to continue on the old/ existing rates till new tender is floated and finalized.
 - c) The idea is to obtain the most beneficial rates for UTIITSL.
 - d) The decision of the Tender Evaluation and Awards Committee

would be final in this case.

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

Name of the Bid: “RFQ for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad .”

PART II

Special Conditions

A. Scope of Work

B. Others term and Condition

A. Scope of Work

1. UTIITSL is looking forward for agencies for providing hardware AMC of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad at below mentioned addresses:
 - a) UTI Infrastructure Technology And Services Limited.
Central Data Center, Plot No. 3, Sector -11,
CBD Belapur, Navi Mumbai – 400614
 - b) UTI Infrastructure Technology And Services Limited.
Business Continuity Center,
1st floor, Surabhi Arcade, Bank Street,
Hyderabad AP-500001
2. **Bid Submission:** This RFQ should be treated as invitation for proposal for offers as stated in Commercial Form below .Hence the bidders should offer their quotations accordingly.
3. **General Instruction for Commercial Bid:** In Commercial Bids authorization certificates / documents are required. If bidder fails to provide any of relevant document / certificate on demand they would be technically disqualified.

- a) The 24 X 7 support on the said servers / Hardware / Software should be available during AMC period i.e. 1st April 2015 to 31st March 2016.
- b) **Payment Terms:** Payment will be made at the end of each quarter. Payments will be made only in arrears after deducting the penalty (if any) as per penalty clause provided in Para 32. These payment terms will not be changed. The vendors are required to quote on these payment terms only.
(Please also refer the other terms and conditions as mentioned below.)
- c) There should not be any extra charges for consumables items related to AMC equipments.
- e) The bidders has to support for both hardware and system software related problem during the period of contract.
- f) UTIITSL reserve the right to increase or decrease the number of hardware equipments and location depending on requirement. Vendor should agree to execute the order with the same agreed terms and conditions.
- g) the Vendor shall be responsible for delivery and installation of the equipment ordered for replacement at specified locations and for making fully operational at no additional charges.
- f) **Support Terms :** The Vendor should clearly adhere to the following support terms :
 - 1) Direct on site comprehensive 24 x 7 supports by qualified person.
 - 2) Hardware parts replacement and issue resolution of the said hardware and software should be available within same day by the vendor.
 - 3) One on site engineer required at CBD Belapur location must have at least two year experience in client support and preferably an IT graduate.
 - 4) Vendor shall provide 24 X 7 support of the equipments viz. the Hardware , Operating System, Backup Software, Veritas volume Manager , and/or any other components maintained by vendor under the AMC. Support for patches, enhancements / Maintenance releases, upgrades to higher versions (both media and online documentation).
 - 5) Vendor shall provide and assist the user in installing all the latest

patches of operating systems/ other software, engineering changes and incorporate the same in the target system as soon as they announced in the country of origin, under the standard AMC deliverables.

6) Standard AMC Deliverables.

6.1 SUN Hardware

- Corrective Maintenance
- Preventive Maintenance
- System Tuning
- Network Support related to AMC components

6.2 SUN system software Support for

- Onsite Assistance
- Backline support from OEM, if required.
- Patches enhancements / Maintenance releases, Upgrades
- Backup Softwares, Veritas volume manager, Storage Volume manager

7) Annual maintenance contract (AMC) support provided by vendor shall be comprehensive and shall also include on site maintenance and diagnosis of problems.

8) The engineer's response time, viz. Turnaround time, after a problem is reported, will be less than 2 hours along with the required components. Any delay beyond this for repairs/replacement will attract penalty provision.

Any clarifications desired by any vendor in connection with any part of this proposal may be sought from the DBA/System Administrators, DoIT on the phone number: 022- 67931057/ 58/54, or write e-mail to anita.soni@utiitsl.com, santosh.shirke@utiitsl.com or uti.sysadmin@utiitsl.com

B. Others terms and conditions

1. Service response time line:

The bidder should clearly mention the following support terms

- a. AMC Support equipments should be available 24 X 7. But the maximum permissible downtime, penalty will be applicable as below clause (b)
- b. Penalty Terms for AMC components (Hardware's and

Software's) as below

- **Uptime:** The Agency / Vendor will ensure an uptime of 99 % on quarterly basis. Penalty will be applicable as per below mentioned table

Uptime	Penalty
99% & Above	No penalty
98%	1% of the equipment's Quarterly AMC Value
97%	2% of the equipment's Quarterly AMC Value
96%	3% of the equipment's Quarterly AMC Value
95%	4% of the equipment's Quarterly AMC Value
94 %	5% of the equipment's quarterly AMC Value
Below 94%	Amount payable for the number of days the system is down will be deducted from the actual amount payable for the equipment/equipments for the quarter.

- 2. Delivery:** The vendor / agencies / vendors shall provide the services / failure parts within 5 working days from the date of work order/ approval. Hence time, quality and specified quantity are the essence of the order. Not adhering to the time schedule and quality and quantity shall enable UTITSL to rescind the order and in which case there shall not be any claims for damages against UTITSL by the vendor/ vendor/ agencies.
- 3. Standby Provision:** The Vendor should provide standby components against faulty or failure components and Its should be up & running smoothly.
- 4. Payment Terms :** Payment will be made after end of each quarter on submission of bills in time.
- 5. Right to place the orders in parts:** As indicated above, UTITSL reserves the right to place the orders in parts with more than one vendor at L1 rates without assigning any reason whatsoever to anyone for the distribution of the work. The decision of UTITSL will be final in the distribution. Preferably single vendor will be selected at both locations.
- 6. Eligibility Criteria:** The bidder should submit the following required

Certificate/ Documents/ Information;

- Company Turnover should be of minimum **3 Crore** in each of the last 3 financial year – CA/ CS Certificate should be attached.
- Certificate of Incorporation and Service / Sales Tax Certificate should be attached.
- Bidder should submit self-declaration along with proof of document. The Copy of PO along with the self declaration letter to be submitted along with name, designation and phone number of contact persons in such organizations.
- ☐ Bidder should submit atleast 3 clients for successfully handling the AMC for similar kind of hardware/software.
- Bidder should be authorized partner of OEM (Please provide the OEM certificate)

Technical Compliance sheets (Specifications and Quantity) are given in the Annexure -1.

Vendor has to provide 2 years AMC rates which is also mentioned in format as Annexure -I (i.e 1st April 2015 to 31st March 2016 , 1st April 2016 to 31st March 2017)

To be printed on Bidder's Letter Head

Annexure -1

Compliance Sheet

Specification	Compliance (Y / N)
Acceptance of all scope of work.	
Acceptance of all penalty terms.	
Acceptance of all payment terms.	

Number Deviations (if any):

Point No. :

Deviation details:

Signature of the Bidder

PART III

BID FORM

Date:

The Assistant Vice President (IT)
UTI Infrastructure Technology And Services Limited,
Plot 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614
Sir,

Sub: “RFQ for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad.”

This is with reference to your tender due on 17th March 2014. We are interested for “RFQ for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad.”

We have read and understood the details as given in the tender information (Part I and Part II) regarding the Scope of Work and Terms and Conditions for the selection of vendors for this tender and bidding for the contract. The tender conditions are acceptable to us. We have been given all the required information from UTITSL. We certify that we are eligible and qualified as per the said Terms. The duly signed copies of the terms are attached herewith. We understand that separate cost comparative statement will be prepared for items and L1 will be decided by UTITSL as per the terms indicated.

In case of any ambiguity between arithmetic calculations, the rates will be considered correct and the amount will be derived on the basis of the rates quoted and the quantity originally mentioned in the Tender.

The supply of items / services will be done as per the specification mentioned in the tender form.

In case of difference in price quoted, the price in words will be taken as final.

An EMD of Rs.50,000/- (Rupees Fifty Thousand only) is enclosed.

Also tender fee of Rs.2,000/- (Rupees Two Thousand only) is enclosed.

Signature of the Bidder

PRICE QUOTE

Print on Bidder's Letter Head

Annexure -2

**Commercial Bid Form Format for AMC renewal of Generic System
(GS) Hardware and System software at CDC, Navi Mumbai and BCC,
Hyderabad**

A) CDC, Belapur Hardware Details

Equipment Description	Quantity	Cost (Including Taxes)
SUN Fire 6800	2	
Sun Fire 420 R	5	
ATL Quantum P2000	1	
V880	1	
WS Ultra10	1	
StorEdge D1000	2	
WS Ultra5	2	
Sun Fire V240 R	1	
ST6140 Storage	1	
Brocade 200 SAN switches	2	
Terminal Concentrator (TC)	2	
Veritas Volume Manager support		
Man Power	1	
Total for table (A)		

B) BCC, Hyderabad Hardware Details

Equipment Description	Quantity	Cost (Including Taxes)
SUN Fire 6800	1	
Sun Fire 420 R	3	
Sun E 250	1	
WS Ultra5	1	
StorEdge D1000	1	
ATL Quantum P2000	1	
StorEdge T3 Bricks	9	
SANB-008-004 L (switches)	3	
LDR 416	1	
Terminal Concentrator (TC)	1	
Veritas Volume Manager support	1	
Total for table (B)		

Signature of the Bidder

Date:

Signature:

Place:

Name:

Designation:

AMC cost for Hardware and Software at Navi Mumbai and Hyderabad :

S.No	AMC Period	AMC cost including all taxes (In Rs)
1	1 st April 2015 to 31 st March 2016	
2	1 st April 2016 to 31 st March 2017	
Total Cost in INR (inclusive of all taxes)		

Price quoted for “RFQ for AMC renewal of Generic System (GS) Hardware and System software at CDC, Navi Mumbai and BCC, Hyderabad+ is inclusive of all the taxes (Taxes, Cess, Duty, VAT, Excise, Sale Tax, WCT Service Tax, Delivery charges and other taxes mentioned in the tender document

The L1 will be decided on the basis above rates

Thanking you,

Yours faithfully,

Signature of Authorized Person

PAN Number of the agency

Signature of the Bidder

Check list for submission of Bids

Forms for Submitting Bids	Explanatory Note
<u>A. Technical Bid</u> 2. EMD of Rs.50,000/- 3. Tender Fee of Rs. 2,000/- 4. Authorization letter from OEM 5. Proof of satisfactory completion of the said work. (Minimum 3 Client) 6. CA Certificate & last 3 year balance sheet 7. Certificate of Incorporation 8. Service Tax or Sales Tax Registration Certificate 9. Self Declaration letter regarding non black listed vendor. 10. Copy of an ISO Certificate 11. Signing Authority Letter 12. Letter of Acceptance of all terms and conditions 13. Bid Form (Tender document)	Technical Bid for the equipments should be submitted in the relevant Forms.
<u>B. Commercial Bid</u> Prices offered	Commercial Bid for the equipments should be submitted only in the relevant form and sealed separately from technical bid.

Check list for submission of Bids

Forms for Submitting Bids	Yes / No
1. Superscription on the envelope (Two separate envelope- Technical Bid & Commercial Bid)	
2.Tender fees – check if the tender fees is applicable and if it has been enclosed in form of Bankers Cheque / DD	
3.EMD of the required amount	
4. Signature on all the pages conveying the acceptance of all terms and conditions	
5. Check if all the required documents have been enclosed.	
6. Bid Form (Tender Document)	
7. In case the bidder is a non-individual, then the letter authorizing the signatory to sign the tender documents must be enclosed. This letter would be on the Bidders Letter Head	
8. Price Bid (Part - III) Price bid should be submitted only in the relevant format duly signed	
9. CA Certificate & last 3 year balance sheet	
10. Letter of Acceptance of all terms and conditions	
11. Authorization letter from OEM	
12. CA Certificate & last 3 year balance sheet	
13. Certificate of Incorporation	
14.Service Tax or Sales Tax Registration Certificate	
15.Self Declaration letter regarding non black listed vendor.	
16.Service Tax or Sales Tax Registration Certificate	
17. Copy of an ISO Certificate	
18. Signing Authority Letter	
19. Letter of Acceptance of all terms and conditions	