

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED
[CIN: U65991MH1993GOI072051]

Plot No. 3, Sector-11
CBD Belapur, Navi Mumbai – 400 614

Date: 18th May 2024

**E-Tender Notice No. UTIITSL_83 Bid for AMC renewal of Servers, Storage,
Other Equipments and Software Licenses**

General Information

UTI Infrastructure Technology And Services Limited (UTIITSL), is a Government Company under Sec2(45) of the Companies Act, 2013, 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 at free of cost from the website <https://www.tenderwizard.com/UTIITSL> However, to be able to participate in the tender, bidders are required to download tender document officially from the above website without which bidders will not be able to participate. Since this tender shall be conducted electronically, bidders are requested to go through the Special Instructions on E-Bidding given at Annexure D.

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 amendment, addendum, 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 separate individual letters / emails shall be sent regarding this.

The Tender document consists of 3 parts:

I) General Conditions

II) Special Conditions

III) Bid Form

Signature of the Bidder

PART – I
General Conditions

1. **Name of the Bid: Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses**

2. **Important Dates :**

Last Date/Time of procuring of official copy of Tender Document: To participate in this tender, interested bidders are requested to officially download the Bid form and other related documents from <https://www.tenderwizard.com/UTIITSL> on 18th May 2024 to 6th June 2024 upto 6:00PM.

Last date and time of raising the queries on the tender documents: The last date and time of raising the queries is from 18th May 2024 to 24th May 2024 upto 3:00PM.

Last Date/Time of uploading of tender bids: The last date of upload and receipt of bids is upto 3:00PM on 7th June 2024. After this time, no bids can be uploaded.

Date of Online opening of the tender bids: The bids will be opened on the same day i.e. the last date of uploading and receipt of the tenders, at 3:30PM on 7th June 2024.

3. The Bids should be submitted **online** in two parts, the ‘**Technical Bid**’ and the ‘**Commercial Bid**’.

The Technical bid should be complete in all respects and should contain all information been asked for by the tendering authority, except for the prices. The TECHNICAL BID should include all items with complete specification as per setup/ solution proposed by the prospective bidders. **The Technical bid should not contain any price information.**

4. **Bid Security / Earnest Money Deposit (EMD):** The Bid should be accompanied by a e-payment as Earnest Money Deposit (non-interest bearing) of Rs.60,000/- (Rupees Sixty Thousand Only) in favour of “UTI Infrastructure Technology And Services Ltd, Mumbai”.

EMD& Tender Fee is exempted to **Micro & Small Enterprises (MSEs)** as defined in MSE procurement policy issued by Department of MSME (MSME) or are registered with central purchase organization or the concerned ministry or Department or Startups as recognized by Department of Industrial Policy & promotion (DIPP). The Registered MSE bidder / vendor should submit valid MSE registration Certificate along with the bid in support of the exemption and also submit Bid Security Declaration Form (**Format is given in the tender document as Annexure-6**).

For unsuccessful bidders / vendors, EMD will be returned without any interest. However, the Bid Security / EMD of successful bidder / vendor will be returned on completion of project and or submission of Bank guarantee.

If the Bid Security / EMD is not submitted then UTIITSL reserves the right to reject the bid without any further reference/intimation.

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The Bid Security / EMD shall be forfeited if the bidder / vendor fails to honour the terms and conditions of the work order placed on the basis of the tenders or does not start the work within the stipulated time or does not supply the goods on time or does not render the services or fails to enter into a valid agreement, as the case may be, which in the opinion of UTIITSL will delay or adversely affect the contract.

5. **Bank Guarantee:** For successful bidder/s, a Bank guarantee of appropriate applicable amount (The rate should not exceed 3% which is as per the GFR rule) will have to be given by the bidder at the time and date specified by UTIITSL. The 3% bank Guarantee amount would be calculated of the contract value. The Bank guarantee would be taken from successful bidder shall be valid till 90 days after expiry of the agreement.
6. **Validity of the bids:** Generally, the bids will be valid for a period of One Hundred Eighty days (180 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 **1 (One) year**, extendable by mutual consent for one more year. The agreement which would be entered into with the successful 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.**
7. **Authorized Signatory:** The bid can be submitted online by **Solution Provider/ OEM / OEM authorized channel partners/ Service provider**. The Bid shall be submitted under Digital Signature of person duly authorized to bind the Bidder to the Contract.

The Bid can be so signed and forwarded by bidder or bidder's representative. The Representative will have to enclose the Letter of Authority/ the Power of Attorney (POA) / Board Resolution (BR) as the case may be duly executed by the bidder as online document; otherwise the offer is liable to be considered as null and void at any stage as per the decision of UTIITSL. This LOA/ POA/BR shall empower the representative to take all actions related to this bid as required from time to time. All actions by the representative in relation to this bid shall be binding on the Organisation/Entity for whom the bid is submitted. The Authorized Signatory of the Bidder is required to digitally sign on all the pages and submit the Technical Bid and Financial Bid as a token of acceptance of all the terms and conditions of the tender.

8. **Caution:** This is to be remembered that this is an E-Tender and any tender document like bid, etc. if physically deposited in the "**Tender Box**" would not be considered. The bid would be only considered when it is e-tendered. However, **in no case should the bid per se may be deposited in the tender box.**
9. **The Bid submitted by the Bidder,** all correspondence and documents relating to the bid exchanged by the intending and/or successful Bidder and the UTIITSL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the
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English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of bidder's country shall be submitted by the bidder whenever demanded by UTIITSL.

10. The bid form which is to be filled by the bidder should be taken from the web site <https://www.tenderwizard.com/UTIITSL> and no attempt should be made for any changing or correcting it in any manner. It is clarified that only the conditions as appearing in the original bid form as uploaded at the above site will be treated as valid. If there are any changes / corrections are found in the form, then it is liable to be considered invalid.
11. Interpretation and decision by UTIITSL on the terms of the tender will be final and binding.
12. All the conditions of the tender and the advertisement in the press (if advertisement released) will form a part of the agreement.
13. UTIITSL reserve its right to call for any clarification / papers required for scrutiny from anyone including the Bidder. UTIITSL is free to take any clarification or document or certificate from the associated banks and other agencies for scrutiny purpose or for deciding on the bid.
14. **Pre-bid Meeting:** There is no Pre-bid Meeting for this tender. The queries should be submitted online on the website <https://www.tenderwizard.com/UTIITSL>. And the answer to all the queries raised by any prospective Bidders would be uploaded on the website <https://www.tenderwizard.com/UTIITSL>. The last date of receiving queries shall be upto 3:00PM on 24th May, 2024, thereafter no queries would be entertained. No telephonic discussion or personal meeting would be entertained.
 - a) At any time before or after the submission of Technical Bid, UTIITSL may, for any reason, whether at its own initiative or in response to a clarification request from a Bidder, carry out amendment(s) to the Bid document/ Bid process. The amendment will be made available in the website <https://www.tenderwizard.com/UTIITSL> and will be binding on the bidder/s.
 - b) The bidders are requested to regularly visit the website: <https://www.tenderwizard.com/UTIITSL> for any new information/ updates, no personal intimation would be sent to any bidder. The final revised conditions, if any, as indicated in the corrigendum/ amendments/ clarifications/ extension/ changes regarding this tender as uploaded on the said website will be binding and may form a part of the agreement.

15. **The process (Online bid):**

- a. The Technical bids would be declared opened at 3.30 p.m. on the last day of submission of Bids.
- b. A Tender Opening Committee of the officials of UTIITSL would be formed for opening of the bids.
- c. The bid would be opened in simultaneous online presence of intending bidders.
- d. The Financial Bid will not be opened on the day of opening of Technical Bids.
- e. After declaration of opening of the technical bids, an evaluation of the technical eligibility of the Bidders would be carried out by the UTIITSL's Technical Evaluation Committee, thereafter a Technical Evaluation Report shall be prepared which shall contain the details of the qualified/disqualified bidders. The decision regarding qualification/ disqualification of the Bidders shall lie with UTIITSL and shall be final and binding on the bidders.
- f. Thereafter, the date of opening of the Financial Bid will be intimated to the qualified bidders only. This would be informed through the posting on the website <https://www.tenderwizard.com/UTIITSL>.
- g. No separate intimation would be sent in this regard. The bidders are advised to regularly visit the aforesaid website.
- h. The financial bids will thereafter be opened by a Tender Opening Committee of the officials of UTIITSL as per the mechanism set in the e-tenders.
- i. The Financial Bids would be opened in simultaneous online presence of intending bidders.
- j. It is clarified that the Financial Bids will not be opened/be valid, for the Bidders who do not qualify in the Technical bids

16. **Taxes:** All duties, taxes and other levies payable by the successful bidder / vendor under the Contract, or for any other cause as applicable shall be exclusive in the rates, prices and the total Bid Price submitted by the Bidder. All such outgoings will be reimbursed on showing the proof of payment to the respective authorities.

The payment of GST by service availer (i.e. UTIITSL) to bidder (if GST payable by bidder) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST is responsibility of bidder.

However, in case, the successful bidder is unregistered under GST in compliance with GST rules, the bidder shall not charge any GST on the bill/invoice. In such case, applicable GST will be deposited by UTIITSL directly to concerned authorities.

Input tax credit is to be availed by Paying Authority as per rule.

If UTIITSL fails to claim Input Tax Credit (ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of

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bidder / vendor of goods and services in incorporating the tax invoice issued to UTIITSL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the bills or any other dues of the bidder/ vendor along with interest, if any.

Income Tax will be deducted at source.

17. **Central Excise: Only in case of the applicability of the excise duty**, the bidder/ vendor merely by submitting the Bid form confirms that they would get registered with Central Excise, if required under the applicable government law. Merely by submitting the Bid form, the bidder indemnifies UTIITSL of any liability from Central Excise by virtue of this contract coming into force.
18. **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 and/or affiliates of any liability on the part of UTIITSL.

The liability of the work carried out or the goods supplied shall remain with the bidder / vendor till such time UTIITSL takes possession of the work / goods in writing. The successful bidder/ vendor shall be responsible for any loss before taking over by UTIITSL.

19. **Safety Norms:** The selected bidder/ vendor shall undertake to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by submitting the bid, indemnifies UTIITSL of any consequences due to non-adherence of the safety norms as prescribed by the law. The bidder is advised to follow the prescribed safety norms.
20. **Agreement:** A valid, binding and legally enforceable Agreement shall have to be entered into by and between UTIITSL and the Successful Bidder /vendor, failing which the EMD, shall be forfeited. If any of the terms and conditions of the Agreement are not acceptable to the bidder/ vendor as the case may be, then UTIITSL reserves its right to reject the Tender and forfeit the EMD. In the absence of any specific Agreement, any offer made in response to this Tender, will not constitute a valid and binding legal contract between UTIITSL and Successful bidder/vendor.
21. **Right of Rejection:** UTIITSL reserves its right to reject all / any bids / any part of it /quotations without assigning any reasons thereof and without entitling the Bidder to make any claim or ask for damages, whatsoever.
22. **UTIITSL reserves it's right as follows:**
 - 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;

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- 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.
23. **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.
24. **Testing: Only if applicable to this tender,** UTIITSL reserves the right to get the material tested at the cost of the vendor/bidder.
25. **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.
26. **Eligibility:** The intending bidder / vendor should adhere to the eligibility criteria as specifically given hereunder. In any case, they should have prior experience in the same area as put to bid, for supply/service to other organizations of repute. UTIITSL reserves the right to verify their credentials with the organizations they have been associated with and if found incorrect, at any stage, the contract is liable to be rejected.
27. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The intending bidder/ vendor is required to follow all the Statutes as may be applicable for such type of work / supply / services for which they are bidding through this tender.

The nature of work is such that it may or may not involve manpower. In case manpower is required, then the bidder merely by submitting of the Tender form confirms that the bidder has all the requisite permissions, licenses, certificates etc. and trade and other required licenses to carry out all the works as stipulated by this Tender. Further, merely by submitting the Bid form, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws in force including those for manpower. The bidder also undertakes merely by submitting of the Tender form, to comply with any laws that may be enforced upon by the legislature in future.

Intending Bidders / vendors 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., GSTIN Registration / Sales Tax / VAT / Central Excise and with any other authorities as applicable as per requirement should be available with the agency and be produced as and when required or demanded

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by UTIITSL.

Consequences of insufficient permissions / licenses or compliances on the part of the bidder would be to the bidder's account and the bidder merely by submitting of the tender form shall be indemnifying UTIITSL of any or all such consequences.

28. **Blacklisting/Debarring:** The intending bidder / vendor 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 or Company in last 5 (Five years). The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.
29. **False Information:** In case if it is found that the Successful bidder / vendor has not given the correct information and flouted any condition or the Successful bidder does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in this tenders and allied works then UTIITSL reserves the rights to cancel the work order at any stage of the contract issued to the successful bidder and award quantum of work in the manner as deemed fit.
30. **Indemnity:** Further, by submitting this bid, the intending bidder/ vendor shall indemnify UTIITSL and / or its Affiliates for any of the consequences arising out of or in connection with unavailability of any of the requisite permissions/ licenses / insurances / any other statutory permission, third party claim, quality of goods supplied and/or work required for the project, delay in completing the project whatsoever required for carrying out this work. Also by submitting this bid, the bidder shall indemnify UTIITSL and / or its Affiliates for any of the consequences arising out of noncompliance of any of the provisions laid by the statute for bidders or their representatives/ officials in carrying out this work.
31. **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.
32. **Extension of Contract:** As stipulated by UTIITSL, after the time period of expiry of contract, the time line stipulated in the agreement may be extended on mutual consent and on satisfactory performance for a further period of One year or upto the period until a new contract comes into force.
33. **Readiness:** The successful bidder 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.
34. **Delay:** The supply/support and deployment period stipulated as defined below in support and penalty terms **clause no.36**. If the successful bidder does not start the work as per Work order 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 through other agency at the risk and cost of the contractor / bidder.

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35. **Right to reject the work/ service which is not as per the specifications or the terms:** UTIITSL shall be entitled to reject the work/ services at any stage, if they are not found, to meet the specifications laid out and/or are not as per the terms of the Contract /the Tender / work order. No Charges shall be paid for the defective work/service. UTIITSL reserves its right to reject the items of brand other than specified.

36. **Support and Penalty Terms:**

The vendor should clearly adhere to the following support terms,

For Servers, Storage, Tape Library, SAN Switches, Software and Associated Licenses.

- The successful bidder / vendor should provide 1 (one) Year onsite comprehensive AMC support which includes software Upgrades, Updates, patches & support on hardware from OEM (back to back support arrangement with the OEM) and wherever OEM Back to back support are not available for any particular Hardware and Software then provide their own arrangement support. **If any intending bidder / vendor submitted the proposal on their own support even if OEM is providing support on the particular item/equipment then the bidder will be disqualified.**
- **System Health Check and/or Performance Analysis:** The successful bidder / vendor should perform tool based health check on monthly basis for the servers, storage to assess server, storage configuration, performance and security. Comprehensive health check reports including compliance against best practices in the areas of server, storage configuration, performance and security should be delivered post the health check. The report should also highlight improvement areas and any gaps against best practices.
- **Patch Analysis:** The successful bidder / vendor would be conducting routine check and patch analysis (OS/firmware) for all the servers, storage and other equipment's.
- **Firmware Upgrade:** The successful bidder / vendor would be conducting routine Firmware analysis, risk and exposure to environment. The upgrade activity would be carried out in accordance with the Vendor's laid down procedures for the firmware upgrade to ensure that there is minimum impact on the UTIITSL's IT operations.
- **Operating System Upgrade:** The OS upgrade will be performed by the successful bidder / vendor for systems covered under standard reactive support contract. The schedule for the OS version upgrade would be jointly planned by the successful bidder / vendor and UTIITSL and OS software would be provided by UTIITSL.
- The agency should conduct the technical assessment of server/storage/tape library etc half yearly and submit the assessment report to UTIITSL.
- The service will be available 24X7X365 days with the exception of any unexpected outage and system maintenance.
- For hardware equipment support, the successful bidder / vendor should provide 24X7X365 days with 6 hrs CTR.
- **Unexpected outages:** In the case of an unexpected outage, the successful bidder / vendor personnel will provide support either remotely or onsite as per the criticality of the incident happened to restore the services to normal

operation level as quickly as possible. Communication about outages will be communicated by UTITSL.

- **Planned maintenance:** All disruptive system maintenance will be performed as per the schedule approved by UTITSL. This activity mostly will be held on Sundays or any public holidays. We anticipate that disruptions maintenance will occur rarely (less than two to three times per year).
- **Emergency maintenance:** In rare situations, it may become necessary to perform emergency maintenance to correct service issues or to prevent an imminent service issue. In these situations, the successful bidder / vendors will arrange technical expert at the site to resolve the issues.
- Any activities which are not mentioned or missed to specify in this tender related to any configuration changes on Servers, Storage, backup setup at DC-DR should be perform by the successful bidder / vendor at no extra cost.

Service Level Agreement (SLA): Mandatory & Non-negotiable:

Support Elements		
Overall Uptime commitment for existing installed items under this tender including hardware & software	99.5% i.e. max downtime allowed 1.82 days (43.68 hrs) per site per year	
Hardware Support	Critical Support (Type A)	Normal - Support (Type B)
Yearly Unplanned Downtime - Hardware (Maximum on cumulative basis)	0.91 days	1.82 days
Call to Resolution - Hardware	6 Hours 24x7x365 basis	12 Hours 24x7x365 basis
Software Support	Critical Support (Type A)	Normal - Support (Type B)
Response - Call logged to be attended (Software)	6 Hours 24x7x365 basis Monday to Sunday	6 Hours 0900 -1800 hrs, Monday to Sunday
Downtime affecting Business	Will be added to overall downtime	Will be added to overall downtime

Definitions & Explanations

- **Down Time:** Any unplanned down time, irrespective of hardware or software, during which the services are not available due to the maintenance service provided by the selected vendor. If downtime is due to failure of multiple units say Server & chassis then (A) for resolution purposes, each downtime is to be calculated separately and (B) for Overall uptime purposes, the time Business is affected would be taken into consideration.
- **Cumulative downtime:** Downtime for each instance of breakdown, irrespective of hardware or software, would be cumulated over one year.
- **Additional Cumulative downtime:** Downtime over & above the permissible cumulative down time in one year. e.g. If Unplanned downtime as per SLA is 1.82 days (43.68 hours) then number of hours beyond 43.68 hours is treated as additional cumulative down time.

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- **Additional Cumulative downtime per annum per site:** Downtime over & above the permissible cumulative down time in one year per site.
- The penalty would be calculated on year to year basis and would be deducted / adjusted from the submitted bank guarantee or from balance amount due to the successful bidder / vendor.

Overall Uptime

- **Uptime:** The successful bidder / vendor will ensure an uptime of 99.5 % on yearly basis.
- Every site is to be maintained separately as per above SLA.
- **For Violation of uptime clause during AMC period:** For every hour or part there of additional cumulative down time per annum per site. For every one percent less than the yearly uptime commit of 99.5% for the given setup, the penalty shall be calculated / charged 1% as per the uptime range defined below and the maximum penalty under this agreement will be limited to 5% of the yearly total payable amount or this amount may be adjusted in submitted PBG.
- These penalty terms will not be changed

Uptime	Penalty
99.5% & Above	No penalty
98.5 to 99.4%	1% of the yearly payable amount
97.5 to 98.4%	2% of the yearly payable amount
96.5 to 97.4%	3% of the yearly payable amount
95.5 to 96.4%	4% of the yearly payable amount
95.4 & Below	5% of the yearly payable amount

37. **Termination of Contract:** In case it is found that the work/ service is not as per requirement, satisfaction, standards, time lines, the frequency of corrective measures required from the Successful bidder is higher, then, UTIITSL shall exercise it's right to terminate the Contract with the Successful Bidder and in such case, the Successful Bidder shall not be entitled to claim any damages or demand whatsoever from UTIITSL or make any claim for fees in respect of such unsatisfactory and/or substandard services and /or work and/or performance.

As also UTIITSL reserves it's right to terminate the 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.

38. **Volume/Quantity/location of work:** Volume/Quantity/location is only indicative and the same may vary as per the requirement of UTIITSL.

39. **Confidentiality:** The successful bidder shall maintain strict confidentiality and privacy of all the documents, information, data coming in possession of the bidder 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 bidder / vendor.

Only if applicable to this tender, the successful bidder shall delete the data on daily basis, once the same is not required further and also after expiry and termination of the contract. In short, no data / document of UTIITSL should

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be with the agency once the work is over on a daily basis.

40. **Usage of data / documents / information: Only if applicable to this tender,** the successful bidder 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 shall be secured and safeguarded and the bidder /vendor shall take all necessary actions to protect UTIITSL, it's 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 shall continue to be in force even if the agreement between the bidder/vendor stands terminated with UTIITSL.
41. **Breach of clause:** In the event of breach of any of the clauses by the Successful Bidder for the performance of the services, the successful bidder shall be liable to pay damages as may be quantified by UTIITSL. The decision of UTIITSL shall be final and binding. Apart from the above, UTIITSL shall have the right to proceed against the Successful Bidder as per the law.
42. **Time is the Essence of contract:** The successful bidder / vendor shall carry out the work / provide the services/ as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services 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 Bank Guarantee and in this case, there shall not be any claims for damages against UTIITSL by the successful bidder/representatives/assignees as the case may be. 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 bidder / vendor in default. The bidder / 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 successful bidder / vendor.
43. **Grievance Redressal:** In case any dispute or difference arises between the parties, in relation to the interpretation and execution of the contract or in connection thereto, then, both parties will take effort to resolve the dispute amicably.
44. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in the Competent Courts of Maharashtra only.
45. **Submission of bills:** The successful bidder / 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 quarter at the end (or any other date specified) for the work carried out / services rendered / material supplied in the previous quarter and the same shall be settled by UTIITSL by the end of the quarter or earlier. Applicable TDS, etc. will be deducted at source as per rules. The bidder may choose to send the bills early

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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 Successful bidder / vendor are advised to submit the bills complete in all respects for immediate clearance.

46. **Inspection:** Wherever required, UTIITSL reserves the right to depute its Officers, Auditors, other officials as it may decided from time to time to visit the office / commercial / manufacturing site/s of the Successful bidder /vendors 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.
47. **Nomenclature:** In the tender, the bidder or the agency or the vendors or the contractor or the supplier 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.
48. **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.
49. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
50. The intending bidder must put seal and signature at the bottom of all Bid forms and other related documents and may put short signature on all pages. The Bidder's participation in the bid shall be deemed to be unambiguous, unconditional and unqualified acceptance of the Terms and Conditions of the Tender.
51. UTIITSL reserves the right to call for further information / documents/ break-up of rates, taxes, etc. to decide on the tenders.
52. 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;

Signature of the Bidder

- 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 and binding in this case.

PART II – SPECIAL CONDITIONS

A. Annual Maintenance Contract (AMC)

- **AMC for Hardware Components:** Direct Onsite comprehensive AMC for all the hardware components including free replacement of spares, parts, kits as and when necessary will be 12 months (1 year) as mentioned in the commercial bid format.
- **Onsite comprehensive AMC:** The AMC would be onsite and on call and comprehensive in nature with back to back support from the OEM (where the equipment support directly from OEM) and wherever OEM Back to back support are not available for any particular Hardware and Software then Vendor will provide their own arrangement support. **If any intending bidder / vendor has submitted the proposal on their own support even if OEM is providing support on the particular item/equipment then the bidder will be disqualified.**The successful bidder / vendor will provide support for Operating Systems/ firmware and other preinstalled software components during the contract period of the hardware on which these software & operating system will be installed. The successful bidder / vendor shall repair or replace worn out or defective parts of the equipment at his own cost including the cost of transport.
- Any worn or defective parts withdrawn from the equipment and replaced by the successful bidder / vendor shall become the property of the bidder / vendor and the parts replacing the withdrawn parts shall become the property of UTIITSL.
- **No storage media (hard disk / storage device) should be allowed to be taken outside UTIITSL premises for repair or replacement and faulty/ defective hard disk / storage device would not be handed over to the selected bidder/vendor in any circumstances.**
- The successful bidder / vendor's maintenance personnel shall be given access to the equipment when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.
- However, if UTIITSL desires to shift the equipment to a new site and install it thereof urgently, then the successful bidder / vendor shall be informed of the same immediately. UTIITSL shall bear the charges for such shifting and the successful bidder / vendor shall provide necessary arrangement to UTIITSL in doing so. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on the successful bidder / vendor.
- Because of any negligence, commission or omission by the engineers of the successful bidder / vendor and if any loss or damage caused to the Equipment, the successful bidder / vendor shall indemnify/pay/reimburse the loss suffered by the UTIITSL.
- Future additions of Hardware and Software UTIITSL has right to change the place of service in future within India with 1 month notice.
- The successful bidder / vendor should ensure installation of bug fixes, Firmware updates, as and when provided by OEM during the AMC period of 1 (one) year.

Signature of the Bidder

- The successful bidder / vendor should have ability to address any issue with the hardware and OS/firmware out of items mentioned in Annexure-1.
- The successful bidder / vendor should ensure Installation/Re-installation of Operating Systems and related back-up software running on Server e.g. Red Hat Linux versions, Windows OS or any other applicable versions of Standard Server based Operating Systems as and when required.
- The successful bidder/ vendor should ensure support for installation & smooth running of software and services running on items mentioned in Annexure-1.
- The successful bidder / vendor should ensure to provide root cause analysis on issues reported and support tickets.
- Engineers must comply with the response time of 30 minutes from the receipt of complaint/issue.
- The successful bidder / vendor should ensure escalating unresolved problems of parts/ systems under onsite comprehensive AMC support to their OEM/Principal/Vendor if required for ensuring resolution. The successful bidder / vendor shall have to ensure the same according to the call escalation processes or methodology indicated by the OEMs for the AMC support offered by them against the contracts with the UTITSL. It shall also include following up with OEM for update in helpdesk for call status and coordinating with the OEMs and service providers to get the problems resolved.
- **Force Majeure applicable for items mentioned in Annexure-1:** Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including but not limited to , fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, pandemic, epidemic, Notification/guidelines issued by the Central, State or local authority or any other statutory authority and inability to secure materials or transportation facilities.However, the affected party should inform about such condition to the other party forthwith.

Storage Management

- The successful bidder / vendor should ensure Troubleshooting and end-to-end resolution of identified (hardware/software/configuration) issues, including failed disk drives, power supplies, performance, capacity, connectivity, transmission errors.
- The successful bidder / vendor should ensure Coordination and/or installation/implementation of new equipment.
- The successful bidder / vendor should ensure creation and administration of fabric configurations such as device aliases/ fcaliases, zones and zonesets. The selected vendor should also be able Builds and configure dynamic pools/dynamic tiering pools, zone World Wide Names (WWNs) via switches and present storage to new servers, monitor storage assigned to servers, pull storage reports.
- The successful bidder / vendor should ensure Creation and administration of RAID groups, storage groups, aggregates, volumes, LUNs and the provisioning of these to client hosts (Windows, UNIX, ESX)

Signature of the Bidder

- The successful bidder / vendor should ensure Creation and administration of Multi-Protocol File Shares (CIFS, NFS.)
- The successful bidder / vendor should ensure Decommissioning of NAS Filers including data destruction methods
- The successful bidder / vendor should ensure Migration of NAS filers via like to like replication, or 3rd party tools such as Robocopy, EMCopy or Rsync.
- The successful bidder / vendor should ensure to perform all functions of an enterprise SAN/NAS environment including data protection, backups, archiving and snapshots, de-duplication and replication.
- The successful bidder / vendor should Analyze and resolve or escalate problems.
- The successful bidder / vendor should ensure integrity of supported environment.
- The successful bidder / vendor should ensure actively and pre-emptively determine possible faults and causes by the execution of pre-determined health and operational checks.
- The successful bidder / vendor should ensure Manage and resolve problems identified by system administrators or monitoring software.
- The successful bidder / vendor should Investigate, identify and document proposals that will improve application recoverability.
- The successful bidder / vendor should allocate shares/storage to new servers as desired.
- The successful bidder / vendor should ensure to upgrade and update existing infrastructure on availability of patches from OEM as per best practice.

SERVICE LEVEL REQUIREMENTS (SLR)

The availability/ downtime of different category of equipment covered under this contract, viz. Servers, Storage, SAN Switches, Tape Libraries and backup software and remote support shall be calculated as per service level requirements and parameters for downtime calculations of different category of IT devices indicated in this document as **Annexure-1**. The reference timings for calculating the same shall be as described below: -

Working Timings: -

The working timings are from 09:30 hrs to 18:00 hrs. From Monday to Saturday except holidays.

-Remote Support Services:-The Remote Support Service should be made available round the clock on 24x7 basis.

-On Call services:- For emergency requirements or activity involving downtimes, services should be available round the clock on 24x7 basis.

-Servers: - In addition to the SLR defined above, servers should be under 24x7 OEM full operational supports. This support period should involve a minimum of 4 hours onsite response and 6 hrs CTR (call to repair) i.e resolved.

-Storages: - In addition to the SLR defined above, storage should be under 24x7 OEM full operational supports. This support period should involve a minimum of 4 hours onsite response, 30 minutes remote response and 6 hrs CTR (call to repair) i.e resolved.

Signature of the Bidder

-Helpdesk services shall have to be provided during working timing as well as Skeleton Operational Services timings indicated above

For maintenance services to be rendered, the services will be at the doorstep of the UTI Infrastructure Technology And Services Limited or where the equipments are installed and configured. As of now the equipments are installed and configured at UTIITSL C/o Railtel Secunderabad and Gurgaon office and in case of UTIITSL require for shifting of any Hardware equipments from the said location to any other location across India then the services / support should be made available by the selected vendor without any additional charges.

Other General Instructions for the Bid: In the **Technical Bid** authorization certificates / documents are required. If bidder fails to provide any of the relevant document / certificate on demand they would be technically disqualified.

a) **Eligibility Criteria:**

The bidder should submit the following required Certificate/ Documents/ Information;

- The bidder should have the valid OEM authorization Letter to Support the specified range of Manufactured IT products from OEM. A letter to be submitted to UTIITSL from the OEM stating that the Bidder is authorized to Participate in the said tender. The OEM authorization letter not required if OEM directly participate in the tender. **This Letter shall be submitted online alongwith the Technical bid.**
- Certificate of Incorporation / Shop establishment Certificate should be submitted. **This Certificate shall be submitted online alongwith the Technical bid.**
- GST Certificate should be submitted. **This Certificate shall be submitted online alongwith the Technical bid.**
- The intending bidder / vendor should submit the self declaration letter stating that the bidder / vendor has expertise resources in Server, Storage and backup configuration related to Dell Server, EMC Storage, Networker and management. The bidder /vendor should also mention that they have the above expertise in respective domain. **This self Certificate shall be submitted online alongwith the Technical bid.**
- The intending bidder / vendor should have prior experience of carrying out such work/services to minimum 3 (three) other organizations, submit the proof of satisfactory certificate. **This Letter shall be submitted online alongwith the Technical bid.**
- The turnover of the Company should be of minimum 10 Lakh Average Annual Turnover during the last 3 financial years **(2020-21, 2021-22 & 2022-23)** and should be a Profit making company. This must be the individual company turnover and not that of any group of companies. Please do not attach the entire balance sheet or profit and loss statement. **The CA/CS Certificate to this effect should be submitted online alongwith the Technical bid.**
- Technical Compliance Sheet **(Submit the Compliance sheet as Online Document & sheet given as Annexure-1)**

Signature of the Bidder

- The intending bidder should be submit self declaration letter stated that the bidder has not been blacklisted / debarred by any Government Department / Agency, Reserve Bank of India, Nationalized bank, or anyPublic Sector Unit or body or Company in past 5 (Five) years (Format given as Annexure-2). **This Self –Declaration Letter shall be submitted online alongwith the Technical bid.**
- Letter of acceptance of all terms and conditions (Format given as Annexure-3).**This Letter shall be submitted online alongwith the Technical bid.**
- Signing Authority Letter (Format given as Annexure-4).**This Letter or Power of Attorney document shall be submitted online alongwith the Technical bid.**
- In case of Bid Security / EMD exempted due to submission of valid **Micro & Small Enterprises (MSEs)** registration Certificate, the intending bidder / vendor should submit Bid security declaration form online. Format is given in the tender document as Annexure-6. **This shall be submitted online alongwith the Technical bid.**
- The intending bidder / vendor must stamp and initial all pages and sign all forms at the end. The Bidder’s signature on the bid shall be deemed to imply unqualified acceptance of the General Terms and Conditions. **This tender document shall be submitted online alongwith the Technical bid.**

All eligibility requirements as mentioned above should be complied with by the intending bidders and the valid and relevant supporting documents should be submitted for the fulfillment and satisfaction of eligibility criteria, failing which the Bids may be summarily rejected. Non-compliance of any of the criteria can entail rejection of the Bid and no Technical evaluation will be done for that bidder who is non-compliant.

Self-certified photocopies of relevant documents/ certificates should be submitted online as proof in support of the claims made for each of the above mentioned criteria. UTIITSL may call for the originals of the submitted certified copies, if required, during the verification stage of eligibility criteria. UTIITSL reserves its right to verify/ evaluate the claims made by the Bidder independently. Any kind of misrepresentation and misinformation may entail rejection of the offer.

- b) The onsite comprehensive support should be available by the successful bidder / vendor on the said equipment’s Hardware and Software for a minimum period of 1 (One) year and it may be renewable from time to time.

c) **Price Quote:**

- 1) The price quote figure / amount shall be quoted in the financial bid only and not intheTechnicalBid.
- 2) No price quote figure/ amount shall be quoted in the supporting online Documents to be submitted in technical bid.
- 3) If Price offer is enclosed in the online Technical bid then the intending Bidder / vendor is liable to be technically disqualified.

- d) **Payment Terms:** i) **Hardware Items:** The AMC payment for Hardware support would be made quarterly at the end of each quarter. Payments will be made

Signature of the Bidder

only in arrears after deducting the penalty (if any) as per the **Support and penalty Terms**, clause no. 36 above.

ii) **Software License:** For renewal of Software License subscription and support payment would be made in **yearly** after supply and installation of software licenses on the said Setup.

These payment terms will not be changed. The vendors are required to quote on these payment terms only.

- e) UTIITSL reserve the right to terminate the AMC contract at any time by given a prior notice of Thirty (30) days in writing and in that case the AMC amount would be payable on pro-rata basis.
- f) There are no consumables extra, if any.
- g) UTIITSL reserves the right to change Servers, Storage, Tape Library, SAN switches location depending on requirement. The selected bidder / vendor should agree to execute the order and continue to provide support services with the same agreed terms and conditions.
- h) In the event of likely termination of production of spare parts, the bidder should stock up such parts.
- i) **Order Cancellations:**
The Company reserves its right to cancel the order in the event of one or more of the following conditions:
 - Delay in providing the services beyond 1 week from the date of complaint logged.
 - Serious discrepancy in products/ support SLA noticed during the post inspection.
 - In addition to the cancellation of AMC order, Company reserves the right to claim the damages from the vendor.

B. Delivery and Installation:The successful bidder / vendor shall be responsible for delivery and installation of the equipment ordered for replacement items at specified location / office and for making fully operational at no additional charges as per the scope of work and support terms mentioned above.

The bidders/ vendors quote would be inclusive of the loading, transportation, insurance and unloading of such equipments ordered for replacement.

C. Validity of bid: As mentioned under the heading “**Validity of the bid**”, in General Conditions, **it is clarified that this tender is a Service Contract and accordingly the rates will be valid for a minimum period of 1 (One) year and the supplies will have to be made as per the orders placed from time to time.** During this period of one year, there shall be no increase in rates.

D. Unit Rate: The Unit Rate is indicated above in the schedule of Quantity.

E. Technical Compliance sheet is given in the Annexure-1

Print on Bidder's Letter Head and submitted online

Annexure-1

Technical Compliance Sheet:

A. Hardware Items:

S/ N	Location	Make & Model	Product Serial Number	Technical Configuration	Compliance (Y/N)
1	RailTel DC Secunderabad	Dell PowerEdge R740	6K00FV2	Intel® Xeon® Scalable processors, 2 x Gold 6130 2.1G, 16C/32T, 10.4GT/s , 22M Cache with HT Enabled, 22MB L3 Cache Per Processor, 384GB (6x64GB) RAM, 2x600GB SAS-2 2.5" HDD, 8 * 1Gbps Network Card, 2 x Dual Port FC-HBA, DVD Writer, Redundant Power Supply. Date of Purchase: 19-03-2019 AMC valid till 16-06-2024	
2	RailTel DC Secunderabad	DELL EMC UNITY380	CKM002012 00425 4NZ9MX2 4P09MX2 4NZBMX2	DELL EMC UNITY 380 Storage Box having 110TB Storage Space , UNITY CNA 4X16GB FC SFPS UNITY 380 DPE 25 x 2.5 DELL FLD RCK 42 no. D4 4TB NLSAS 15x3.5 DRIVE 1 no. D4 SYSPACK 4x600GB 10k SAS 25x2.5 1 no. UNITY 380 DPE INSTALL KIT 1 no. UNITY 2x4 PORT IO 10GBE OPT 1 no. UNITY 2x4 PORT IO 16GB FC 3 no. UNITY 3U 15x3.5 DAE FLD RCK Date of Purchase: 10-06-2020 AMC valid till 16-06-2024	
3	RailTel DC Secunderabad	IBM Tape Library	78W0005	IBM TS 3200 Tape Library 4XLTO5 FC drives, 48 Slots with redundant power supply, rack mountable kit Date of Purchase: 28-03-2014 AMC valid till 16-06-2024	
4	RailTel DC Secunderabad	EMC SAN Switch	BRCALJ190 7K09R	24 Port EMC DS 300 B SAN Switch Date of Purchase: 28-03-2014 AMC valid till 16-06-2024	

Signature of the Bidder

5	RailTel DC Secunderabad	EMC SAN Switch	BRCALJ190 7K0CR	24 Port EMC DS 300 B SAN Switch Date of Purchase: 28-03-2014 AMC valid till 16-06-2024	
6	RailTel DR Gurgaon	Dell PowerEdge R740	6K1SDV2	Intel® Xeon® Scalable processors, 2 x Gold 6130 2.1G, 16C/32T, 10.4GT/s , 22M Cache with HT Enabled, 22MB L3 Cache Per Processor, 384GB (6x64GB) RAM, 2x600GB SAS-2 2.5" HDD, 8 * 1Gbps Network Card, 2 x Dual Port FC-HBA, DVD Writer, Redundant Power Supply Date of Purchase: 19-03-2019 AMC valid till 16-06-2024	
7	RailTel DR Gurgaon	DELL EMC UNITY380	CKM002012 00427 4NYBMX2	DELL EMC UNITY 380 Storage Box having 10TB Storage Space , UNITY CNA 4X16GB FC SFPS UNITY 380 DPE 25 x 2.5 DELL FLD RCK 7 no. D4 4TB NLSAS 15x3.5 DRIVE 1 no. D4 SYSPACK 4x600GB 10k SAS 25x2.5 1 no. UNITY 380 DPE INSTALL KIT 1 no. UNITY 2x4 PORT IO 10GBE OPT 1 no. UNITY 2x4 PORT IO 16GB FC 1 no. UNITY 3U 15x3.5 DAE FLD RCK Date of Purchase: 16-06-2020 AMC valid till 16-06-2024	
8	RailTel DR Gurgaon	IBM Tape Library	78P0809	IBM TS 3200 Tape Library 4XLTO5 FC drives, 48 Slots with redundant power supply, rack mountable kit, scalable up to 4 FC Drives Date of Purchase: 28-03-2014 AMC valid till 16-06-2024	
9	RailTel DR Gurgaon	EMC SAN Switch	BRCALJ194 7J04R	24 Port EMC DS 300 B SAN Switch Date of Purchase: 15-03-2014 AMC valid till 16-06-2024	
10	RailTel DR Gurgaon	EMC SAN Switch	BRCALJ194 7J04V	24 Port EMC DS 300 B SAN Switch Date of Purchase: 15-03-2014 AMC valid till 16-06-2024	

B. Software Details:

S/N	Location	Software Configuration	Qty	Compliance (Y/N)
1	RailTel DC Secunderabad	Renewal of Existing: Backup Software For DC EMC data protection suite for backup Networker Virtual Edition Client=IA Enhanced Software Support (DD) NW VMWARE Protection Tier 1 Qty 1=ZA Annual Subscription / AMC valid till 16-06-2024	1 1 1 2	
2	RailTel DC Secunderabad	EMC Networker DC: 1 x NW CLNT QTY 25=IA 1 x NW AUTOCH UPGRD FROM 1-40 TO 1-64=IA 1 x 12 Month PROSUPPORT W/MISSION CRITICAL-SOFTWARE Annual Subscription / AMC valid till 16-06-2024	1	
3	RailTel DR Gurgaon	Renewal of Existing Backup Software For DR EMC data protection suite for backup Networker Virtual Edition Client=IA Enhanced Software Support (DD) NW VMWARE Protection Tier 1 Qty 1=ZA Annual Subscription / AMC valid till 16-06-2024	1 1 1 2	
4	RailTel DR Gurgaon	EMC Networker DR: 1 x NW CLNT QTY 25=IA 1 x 12 Month PROSUPPORT W/MISSION CRITICAL- SOFTWARE Annual Subscription / AMC valid till 16-06-2024	1	

PART III

COMMERCIALE-BID FORM (To be printed on Bidder's Letter Head and submit online)

Date:

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

Sir,

Sub: Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses

This is with reference to your tender due on **7th June 2024**. We are interested in getting our Company/ firm empanelled in your organization for providing **AMC renewal of Servers, Storage, Other Equipments and Software Licenses**.

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 mentioned therein for the **Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses** and unequivocally agree and accept the terms and conditions. We have been given all the required information from UTIITSL. 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 UTIITSL as per the terms indicated. We understand that cost comparative statement will be prepared for the said items and L1 will be decided by UTIITSL 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 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 e-payment of Rs.60,000/- (Rupees Sixty Thousand Only) is paid online through tender wizard portal or Micro & Small Enterprises (MSEs) Registration Certificate along with Bid Security Declaration form as per Annexure-6 are submitted for getting EMD exemption.

Signature of the Bidder

Print on Bidder's Letter Head
PRICE QUOTE

Table-1 (Hardware Items):

S/N	Location	Particulars	AMC Period		AMC Charges	
			From	To	Annual Per Unit rate	Total Amount
1	RailTel DC Secunderabad	Dell PowerEdge R740 Server	17/06/24	16/06/25		
2		DELL EMC UNITY380	17/06/24	16/06/25		
3		IBM Tape Library	17/06/24	16/06/25		
4		EMC SAN Switch	17/06/24	16/06/25		
5		EMC SAN Switch	17/06/24	16/06/25		
6	RailTel DR Gurgaon	Dell PowerEdge R740 Server	17/06/24	16/06/25		
7		DELL EMC UNITY380	17/06/24	16/06/25		
8		IBM Tape Library	17/06/24	16/06/25		
9		EMC SAN Switch	17/06/24	16/06/25		
10		EMC SAN Switch	17/06/24	16/06/25		
Total Hardware AMC Amount exclusive of all taxes (A)						

Table-2 (Software Licenses)

S/N	Location	Software Licenses	Qty	End Date	Yearly Support & Subscription
1	RailTel DC Secunderabad	Renewal of Existing: Backup Software For DC EMC data protection suite for backup Networker Virtual Edition Client=IA Enhanced Software Support (DD) NW VMWARE Protection Tier 1 Qty 1=ZA	1 1 1 2	16-06-24	
2		EMC Networker DC: 1 x NW CLNT QTY 25=IA 1 x NW AUTOCH UPGRD FROM 1-40 TO 1-64=IA 1 x 12 Month PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1	16-06-24	
3	RailTel DR Gurgaon	Renewal of Existing Backup Software For DR EMC data protection suite for backup Networker Virtual Edition Client=IA Enhanced Software Support (DD) NW VMWARE Protection Tier 1 Qty 1=ZA	1 1 1 2	16-06-24	
4		EMC Networker DR: 1 x NW CLNT QTY 25=IA 1 x 12 Month PROSUPPORT W/MISSION CRITICAL-SOFTWARE	1	16-06-24	
Total Software Subscription Charges exclusive of all taxes (B)					

Signature of the Bidder

Summary

Nomenclature		Total Amount In INR.
Hardware Items	Total (A)	
Software Licenses	Total (B)	
Total amount for Table-1 and Table-2 NETT R1 = (A + B)		
Total Amount exclusive of all taxes in Word:		

Price quoted for providing **AMC renewal of Servers, Storage, Other Equipments and Software Licenses** is exclusive of all the applicable taxes, cess and any other outgoing payable to any authority. The rate is exclusive of any other present or future outgo (for the period of contract) by whatever name called. The service tax, GST as per applicability is also exclusive. All such outgoings will be reimbursed on showing the proof of payment to the respective authorities. Income Tax / TDS or other statutory levies, in accordance with rules as applicable will be deducted at source by UTIITSL from the quoted amount.

Thanking you,

Yours faithfully,

Signature of Authorized Person

PAN Number of the agency

Signature of the Bidder

“Technical Bid”

Senders name & address:

Dated: _____

To,
The Vice President (IT),
UTI Infrastructure Technology And Services Limited
Plot No.3, Sector11,
CBD Belapur,
Navi Mumbai – 400 614

Sir,

Technical Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses

I/We refer to the e-tender released by UTIITSL in the Antares e-tender portal on 18th May 2024 and I/We the undersigned am/are submitting this online **Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses**, the above mentioned requirement on the terms and conditions as mentioned in the online document as available on the website: <https://www.tenderwizard.com/UTIITSL>

I/We are an OEM / OEM Authorized Channel Partner / Solution provider “M/s _____” whom I /We represent. The authority letter/Power of Attorney from the agency, I/We represent is submitted as an online document before the due date.

The detail of the bidder and checklist for submission of bid is as under:

S/N	Description	Details (as applicable)
1	Name of Company	
2	Address	
3	Contact Details:	
	(a) Name of the contact person.	
	(b) Telephone no. with STD code	
	(c) Mobile No.	
	(d) Fax No.	

Signature of the Bidder

	(e) e-mail	
4	PAN No. (enclose copy)	
5	GSTIN No. (enclose copy)	
6	Type of the bidder:	
	A) A private business entity, limited company or limited liability partnership or partnership etc.	
	B) Indian Government Company or a Public Sector Undertaking or a Public Sector Bank.	
	C) Indian/ State Government Department or Ministry or Body.	
Online Documents		
7	The bidder should have the valid OEM authorization Letter to Support the specified range of Manufactured IT products from OEM. A letter to be submitted to UTITSL from the OEM stating that the Bidder is authorized to Participate in the said tender. The OEM authorization letter not required if OEM directly participate in the tender. <u>This Letter shall be submitted online alongwith the Technical bid.</u>	
8	Certificate of Incorporation / Shop establishment Certificate should be submitted. <u>This Certificate shall be submitted online alongwith the Technical bid.</u>	
9	GST Certificate should be submitted. <u>This Certificate shall be submitted online alongwith the Technical bid.</u>	
10	The intending bidder / vendor should submit the self declaration letter stating that the bidder / vendor has expertise resources in Server, Storage and backup configuration related to Dell Server, EMC Storage, Networker and management. The intending bidder / vendor should also mention that they have the above expertise in respective domain. <u>This self Certificate shall be submitted online alongwith the Technical bid.</u>	
11	The intending bidder / vendor should have prior experience of carrying out such work/services to minimum 3 (three) other organizations, submit the proof of satisfactory certificate. <u>This Letter shall be submitted online alongwith the Technical bid.</u>	
12	The turnover of the Company should be of minimum 10 Lakh Average Annual Turnover during the last 3 financial years (2020-21, 2021-22 & 2022-23) and should be a Profit making company. This must be the individual company turnover and not that of any group of companies. Please do not attach the entire balance sheet or profit and loss statement. <u>The CA/CS Certificate to this effect should be submitted online alongwith the Technical bid.</u>	

Signature of the Bidder

13	Technical Compliance Sheet <u>(Submit the Compliance sheet as Online Document & sheet given as Annexure -1)</u>	
14	The intending bidder should be submit self declaration letter stated that the bidder has not been blacklisted / debarred by any Government Department / Agency, Reserve Bank of India, Nationalized bank, or anyPublic Sector Unit or body or Company in past 5 (Five) years. (Format given as Annexure-2). <u>This Self Declaration Letter shall be submitted online alongwith the Technical bid.</u>	
15	Letter of acceptance of all terms and conditions (Format given as Annexure-3). <u>This Letter shall be submitted online alongwith the Technical bid.</u>	
16	Signing Authority Letter (Format given as Annexure-4). <u>This Letter or Power of Attorney document shall be submitted online alongwith the Technical bid.</u>	
17	The intending bidder / vendor must stamp and initial all pages and sign all forms at the end. The Bidder's signature on the bid shall be deemed to imply unqualified acceptance of the General Terms and Conditions. <u>This tender document shall be submitted online alongwith the Technical bid.</u>	
18	Bid Security / EMD (Earnest Money Deposit) <u>(Submit the Bid Security / EMD as e-payment mode)</u>	
19	Bank Details for Return of EMD shall be provided in the format given as Annexure-5. <u>This Annexure shall be submitted online alongwith the technical bid.</u>	
20	Bid Security Declaration as Annexure-6. <u>This Annexure shall be submitted online alongwith the technical bid</u>	

SELF DECLARATION LETTER

Date: -

To,

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

Subject: Self Declaration regarding Company “Not Blacklisted”

Dear Sir,

This is with reference to the tender for “**Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses**” floated by UTI Infrastructure Technology And Services Limited, we hereby declare that we have not been blacklisted / debarred by any Government Department / agency, Reserve Bank of India, Nationalized bank, or any Public Sector Unit or body or Company in past 5 (Five) years.

For (Name of the Bidder)

Authorized Signatory
(Seal & Stamp)

Signature of the Bidder

TO WHOMSOEVER IT MAY CONCERNED

Date: -

To,

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

Subject: Letter of Terms & Conditions Acceptance.

Dear Sir,

This is with reference to the tender for “**Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses**” due on (Please specify tender due date).

We unequivocally agree and accept all the terms and condition mentioned in the tender.

For (Name of the Bidder)

Authorized Signatory

(Seal & Stamp)

Signature of the Bidder

TO WHOMSOEVER IT MAY CONCERNED

Date: -

To,

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

Subject: Signing Authority Letter

Dear Sir,

This is with reference to the tender for **“Bid for AMC renewal of Servers, Storage, Other Equipments and Software Licenses”** due on (Please specify tender due date)

We hereby authorize (Name of the bidder’s official with designation) to sign the said bid on the behalf of (Name of the Bidder Company).

(In case of company the bidder should submit the copy of Board Resolution providing the name / details of the authorized signatory alongwith this letter).

For (Name of the Bidder)

Authorized Signatory
(Seal & Stamp)

Signature of the Bidder

(To be printed on Bidder's Company Letter Head)

Annexure-5

Bank details for return of EMD

Name of Account Holder	Name of the Bank	Account No	Account Type	Bank branch / IFSC code	MICR Code

Note: This has to be duly signed and stamped by authorized signatory

**BID SECURITY DECLARATION FORM
For Micro & Small Enterprises (MSEs) Bidders**

Tender No. UTIITSL_83

Date:

To

Vice President - IT
UTI Infrastructure Technology And Services Limited
Plot No. 3, Sector -11,
CBD Belapur
Navi Mumbai -400 614

I/We, ----- having PAN No. -----, Aadhaar No. ----
-----,
-----, as individual/on behalf of the
Company/Firm/proprietorship concern, declare that:

I/We accept that, I/We may be disqualified from bidding for any contract with you for a period of three years from the date of _____ if I am /We are in a breach of any or all obligations under the bid conditions as follows, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by UTIITSL/Client during the period of bid validity (i) fail or refuse to execute the contract within the time period specified in the Tender/Work Order, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders within the time period specified in the Tender.

I/We understand that this Bid Securing Declaration shall cease to be valid if i) I am/we are not declared as the successful Bidder and ii) prior to the receipt of your notification declaring my/our name as the successful Bidder; and afteriii) expiry of thirty days from the date of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Signature of the Bidder

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ 2024 (insert date of signing)

Corporate Seal (where appropriate)

Signature of the Bidder

Abbreviations Used in tender document:

CTR - Call to Repair

EMD - Earnest Money Deposit

AMC - Annual Maintenance Contract

MSE - Micro Small Enterprises

OEM - Original Equipment Manufacturer

SLA - Service Level Agreement

OS - Operating System

SLR - Service level Requirement

RAID - Redundant Array of Inexpensive/Independent Disks

LUN - Logical Unit Number

CIFS - Common Internet File System

NFS - Network File System

ESX - Elastic Sky X

NAS - Network Attached Storage

SAN - Storage Area Network

Annexure D

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'General Instruction for the Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, UTIITSL has decided to use the portal:

<https://www.tenderwizard.com/UTIITSL> through Antares systems Ltd, This portal is based on the software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as [Tenderwizard](#).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. View Notice Inviting Tender (NIT) on ETS
4. Download Official Copy of Tender Documents from ETS.
Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
5. Bid-Submission on ETS
6. Attend Public Online Tender Opening Event (TOE) on ETS
– Opening of Technical Bid-Part
7. Attend Public Online Tender Opening Event (TOE) on ETS
– Opening of relevant part (ie Financial-Part)
(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Tenderwizard.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 3 issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration:

To use the Tenderwizard portal: <https://www.tenderwizard.com/UTIITSL>

Bidders / Vendors need to register on the portal tenderwizard. Registration of each organization is to be done separately for the e-tendering activities. For further details, please visit the website/portal, and click on the 'Register Me' (on the Home

Page), and follow further instructions as given in the help manuals on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact Antares Systems Ltd/ Tenderwizard Helpdesk (as given below), to get your registration accepted/activated.

Important Note: If any problems occurs during the use of Tenderwizard (including the Registration process), it is recommended that the user should read or follow the instructions given in the help manual which is uploaded in our Home Page, The instructions relating to 'Essential Computer Security Settings for Use of Tenderwizard' manuals has been uploaded in our portal.

Tenderwizard Helpdesk	
Telephone/ Mobile	Customer Support: 080-40482000/080-40482121/2126/2133 (From 9 AM to 6 PM Monday to Saturday except on Govt. Holidays) Emergency Mobile Number: 9731468511 / 9686115323
E-mail ID	etenderhelpdesk@etenderwizard.com , [Please mark CC: sushant.sp@antaressystems.com raghuprashanth@antaressystems.com raghuprashanth@etenderwizard.com

UTIITSL Contact Person	(i) Mr. Rajinder Kumar (UTIITSL official, Telephone No: 022-67931288 / 1292, Mob. No. 9892593339 email.id: rajinder.kumar@utiitsl.com (ii) Mr. Shahid Akhtar (UTIITSL official, Telephone No: 022-67931288 / 1292, Mob. No. 9987376888 email.id: shahid.akhtar@utiitsl.com
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Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online only. i.e www.tenderwizard.com/UTIITSL

In case of applicable (Offline Submissions), if any, as per tender requirement:

The bidder is requested to submit the following documents offline at the address given hereunder before the start of Public Online Tender Opening Event in a Sealed Envelope.

Vice President (IT),
UTIInfrastructureTechnologyAndServicesLimited,
Plot No. 3, Sector-11, CBD Belapur,
Navi Mumbai-400614

The envelope shall Superscribe (Name of the Bid), the tender number and the words **'DO NOT OPEN BEFORE' (due date & time)**.





Signature of the Bidder

1. Original copy of EMD or / MSEs Certificate along with Bid Security Declaration form.
2. Original copy of the Signing Authority Letter / Power of Attorney (POA) shall be indicated by written Authorization Letter.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.

Other Instructions:

Website: <https://www.tenderwizard.com/UTIITSL>

Web Registration	<ol style="list-style-type: none"> 1. Type website address https://www.tenderwizard.com/UTIITSL under browser URL. 2. Click “Register Me”, provide all the details with Class III Digital Signature updating. 3. Get the User id and password.
Tender Free View (Only Open Tenders)	<p><u>To download the tender notifications and documents from website, follow the steps given below:</u></p> <ol style="list-style-type: none"> 4. Click “Tender Free View” under “Go to Tender” link on the home page. 5. Provide all or any one of the options like “Department”, “Tender Number”, “Region”, “Estimated Cost”, “Tender Request Dates (From and To)”, “Tender Submission date” or “any key words from Tender Description” 6. Click “Submit” to view the results. A list of tenders shall appear on the screen. 7. Click  to view the cost free documents. 8. Click  to print the detailed tender notice. 9. Click  to print the tender notice.
Login	<ol style="list-style-type: none"> 10. Open any Browser (Microsoft Internet Explorer or Mozilla Firefox). 11. Type website addresses https://www.tenderwizard.com/UTIITSL in the address bar, to access the Login Page.
Participation	<ol style="list-style-type: none"> 12. Vendor should have User id, Password and Class III digital signature to participate in the tender online. 13. Enter the website using user id, password and digital signature. 14. Click “UnApplied” (if open tenders) to view / apply for new tenders. 15. Click “In Progress” (if limited tenders).
To Upload / Attach the Additional Documents	<ol style="list-style-type: none"> 16. To attach the additional documents to any tender click “Document Library” and upload the same. 17. Attach the required documents to the concerned tenders from document library section to the tender document screen. (More explanations can find in “detailed helpManual).
Download Documents	<ol style="list-style-type: none"> 18. Click  “Edit Attachment” to view the tender

Signature of the Bidder

	<p>documents which are received by the user.</p> <p>19. Tender document screen appears.</p> <p>20. Click “Download (empty Document)” to download the documents.</p>
<p>Upload Files – Technical Sheet/Price or Commercial Sheet/ EMD/Mandatory Documents</p>	<p>21. Click “Attach” to attach all the documents which are already saved in the uploaded in Document Library. This is the important and first step to be performed to avoid disqualification.</p> <p>22. Click “Update EMD Details” to feed the EMD details and upload the scanned EMD.</p> <p>23. When the user finishes with the filling and uploading of scanned BG/DD, the “Red Color” will automatically turn to “Black Color” which reflects that the user is two steps ahead for the submission.</p> <p>24. Click “Download (empty Document)” to download the Technical/Price Sheet and fill the same without changing the “File Name” and save on to the computer.</p> <p>25. Click “Upload (Filled Document)”, select the filled file which was already filled and saved in the same name. Click “click here to digitally sign and upload” to upload the filled Technical/Price Sheet to the tender.</p> <p>26. Note that when the user uploads the filled Technical/Price Sheet, the “Red Color” will automatically turn to “BlackColor” which reflects that user is ready for the final submission.</p> <p>27. Provide all the mandatory documents required for the tender.</p>
<p>To Submit the Tender</p>	<p>28. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender.</p> <p>29. Note down / take a print of Acknowledgement copy once it displayed on the screen</p>
<p>To Participate for the Opening</p>	<p>30. Tender opening event can be viewed online.</p> <p>31. Competitors bid sheets are available in the website for all the participated bidders.</p>

Minimum Requirements at Bidder’s End

1. Computer System with good configuration (Min PIV, 1 GB RAM, Windows7 or above)
2. Dedicated Broadband connectivity
3. Microsoft Internet Explorer 7.0 or above
4. Class III Digital Signature Certificates.

Check list for submission of Bids

Forms for Submitting Bids	Explanatory Note
<p><u>A. Technical Bid</u></p> <ol style="list-style-type: none"> 1. EMD of Rs.60,000/- 2. OEM Authorization Certificate 3. Certificate of Incorporation / Shop Establishment Certificate 4. GST or Service Tax or Sales Tax Registration Certificate 5. Submit self declaration letter stating that the bidder / vendor has expertise resources in Server, Storage, and backup configuration related to Dell Server, EMC Storage, Networker and management. 6. Prior experience of carrying out such work/services to minimum 3 (Three) other organizations, submit the proof of satisfactory certificate. 7. The turnover of the Company should be of minimum 10 Lakh Average Annual Turnover during the last 3 financial years (2020-21, 2021-22 & 2022-23) and should be a Profit making company- CA/ CS Certificate should be attached 8. Technical Compliance Sheet (As per Annexure-1 9. Self Declaration letter regarding non black listed vendor (As per given format Annexure-2) 10. Letter of Acceptance of all terms and conditions (As per given format Annexure-3) 11. Signing Authority Letter (As per given format Annexure-4) 12. Bank Details for Return of EMD shall be provided in the format given as Annexure-5. 13. Bid Security Declaration as Annexure-6 14. Bid Form (Tender Document) 	<p>Technical Bid for the equipments should be submitted in the relevant Forms</p>
<p><u>B. Commercial Form</u> Price Offered</p>	<p>Commercial Bid for the equipments should be submitted only in the relevant form</p>

Signature of the Bidder