



TECHNOLOGY SERVICES

(a Government of India Company)

UTI TECHNOLOGY SERVICES LIMITED

Bid for Supply of Internet Leased Line Bandwidth at UTITSL CBD Belapur Data Centre

General Instructions

1. **Name of the Bid:** Bid for Providing 10 Mbps Internet Leased Line Bandwidth at UTITSL CBD Belapur Data Centre.
2. **Date of Issue of Tender documents:** The Tender documents can be downloaded free of cost from the website www.utitsl.co.in from 25th September, 2010.
3. **Last Date of receipt of sealed tender bids:** Up to 3:00 pm on 18th October, 2010.
4. **Date of Opening:** On the last date of receipt of the bids at 3:30 pm. All the bidders are invited for the tender opening.
5. **Address of the submission of the bids:** The bids should be addressed to “Assistant Vice President (IT), UTI Technology 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.
6. **Earnest Money Deposit (EMD):** The tender should be accompanied by Earnest Money Deposit (non-interest bearing) of ₹.10,000/- (Rupees Ten Thousand Only) by way of Demand Draft / Pay Order in favour of “UTI Technology Services Ltd, Mumbai”. For unsuccessful bidders the same instrument may be returned unencashed. The EMD of successful bidder will be returned on the receipt of a Bank Guarantee. If the EMD is not enclosed then UTITSL 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.
7. **Bank Guarantee:** For successful bidder/s a Bank guarantee of appropriate amount as decided by UTITSL will have to be given before the work order is placed, if so required or the EMD will be retained till delivery
8. **Superscription:** The envelope containing the tender must be superscribed as “**Bid for Providing 10 Mbps Internet Leased Line at UTITSL CBD Belapur Data Centre.**”

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 must be superscribed as above and deposited in the tender box kept for the purpose at the address given.

9. **Validity of the bids:** Generally, the bids will be valid for a period of sixty days (60 days) from the date of opening of the financial bid for acceptance. However, in case of rate contract, the rates will be valid for a period of minimum **one** 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 / LOI will be issued as and when the requirement arises.
10. **Authorized Signatory:** The bid can be forwarded by **ISP**. Representative will have to enclose the Letter of Authority/ the Power of Attorney along with this offer or when demanded by UTITSL, otherwise the offer will be considered null and void at any stage as per the decision of UTITSL.
11. **Conditions for tenders sent by post:** The tenders may also be sent by post 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 sent by Speed Post or Registered Post or by depositing in the specified Tender Box only. Tenders sent through any other means may not be considered at all.
 - B. Tender should be sent only to the address as given above in the name of the person specified i.e. **“Assistant Vice President (IT), UTI Technology Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614”**.
 - C. Acknowledgement 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 (in para 8 above). The tenderer has to necessarily superscribe the envelope, failing which the tender may not be considered and may remain unopened or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of UTITSL.

- E. UTITSL takes no responsibility for any tender not reaching in time.
 - F. UTITSL takes no responsibility for tender not reaching at all.
 - G. UTITSL 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, the role of UTITSL is limited and restricted to put 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.
 - J. Tenders, which are not super scribed, may not be considered.
 - K. Tenders, which are not addressed properly, may not be considered.
12. **Delivery:** The vendor / agencies / suppliers shall provide the services / commission the link within **four weeks** from the date of Purchase order / LOI. 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/ supplier/ agencies.
13. **Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes:** The bid should be inclusive of all the applicable taxes, Cess and any other outgoing payable to any authority. The rates should be inclusive of any other present or future outgo (for the period of contract) by whatever name called. The Service Tax, if applicable now, or if made applicable in future, would be on account of the bidder/vendor.
14. **Central Excise :** 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 tender, they would get registered with Central Excise. Merely by filling in the tender, the bidder indemnifies UTITSL of any liability from Central Excise by virtue of this contract.

15. **Insurance:** The Transit insurance would have to be taken by the bidder. UTITSL 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.
16. **Agreement:** A suitable agreement would have to be entered into with UTITSL, failing which the EMD/ the Bank Guarantee given may be forfeited or the Purchase order / LOI would not be issued. If the terms and conditions of the agreement are not acceptable to the Vendor, then UTITSL reserves the right to reject the tenders.
17. **Right of Rejection:** UTITSL reserves the right to reject all / any quotations without assigning any reasons.
18. **Right to place the orders in parts:** UTITSL reserves the right to place the orders with more than one vendor without assigning any reason whatsoever to anyone for the distribution of the work. The decision of UTITSL will be final in the distribution.
19. **Eligibility:** The bidder should adhere to the eligibility criteria, if specified. In any case, they should have prior experience of carrying out such work/rendering such services/supplying/ commissioning such materials to other organizations of repute and UTITSL reserves the right to check their credentials with the organizations they have been associated with.
20. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The Bidder/contractor is required to follow all the statutory acts as may be applicable for such type of work which may also involve manpower. 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 inforce. 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.

21. **Blacklisting/Debarring:** The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / Bidder, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body.
22. **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 UTITSL 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.
23. **Indemnity:** Further, by submitting this bid, the vendor/bidder indemnifies UTITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / any other statutory permission whatsoever required to carry out this work. Also by submitting this bid, the vendor/bidder indemnifies UTITSL for any of the consequences arising out of non-compliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.
24. **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. After the period of expiry, the agreement can be extended on mutual consent for a further period as stipulated by UTITSL. However this option can be exercised only by UTITSL.
25. **Readiness:** The 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 is not interrupted / delayed irrespective of volume of work.
26. **Delay:** If the Bidder does not start the work or if it is felt at UTITSL that the pace of work is slow and is likely to delay the work/ service / commissioning, UTITSL 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 / commissioning at the risk and cost of the contractor / bidder.
27. **Right to reject the work/ service which is not as per the specifications or the terms:** UTITSL 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. No Charges will be paid for the defective work.

UTITSL reserves the right to reject the items of brand other than specified.

28. **Penalty:** UTITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in commissioning / delay in service. This penalty would be more clearly specified in the **Service response time line**.
29. **Termination of Contract:** In case it is found that the work/ link /service is not as per requirement / standards, time line, or the frequency of corrective measures required is high then UTITSL 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 UTITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.
30. **Volume of work:** Volume is only indicative and the same may vary as per the requirement of UTITSL.
31. **Confidentiality:** The Bidder shall maintain strict confidentiality 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.

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

The Bidder will delete the data on daily basis, once the same is not legally required further. In short, no data / document of UTITSL should be with the Bidder once the work is over on a daily basis.

32. **Usage of data / documents / information :** The Bidder shall ensure that the documents , data, information etc are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by UTITSL. The confidential information will be safeguarded and the Bidder shall take all necessary actions to protect UTITSL'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 UTITSL 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/Bidder is terminated with UTITSL.

33. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Bidder and/or individual assigned by the Bidder for the performance of the services, the Bidder shall be liable to pay damages as may be quantified by UTITSL. Apart from the above, UTITSL shall have the right to proceed against the Bidder and/or its assigned person/s under appropriate law.
34. **Time is the essence of contract:** The Vendor shall carry out the work / provide the services/ link and complete the supply as per the specifications and standards laid out within the stipulated time. Hence provision of services / commissioning / goods as per quality in time is the essence of the contract. Not adhering to the time shall entail UTITSL to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against UTITSL by the Vendor. Further the UTITSL shall have the right to get the unfinished services done, 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 UTITSL against any loss, damage, expenses, costs etc, incurred by UTITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.
35. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
36. **Submission of bills:** The Vendor shall submit the bills correct / accurate in all respects with required challans / receipts and any relevant documents as specified by UTITSL from time to time, by the end of each quarter for the work carried out / services rendered in the previous quarter and the same shall be settled by UTITSL on quarterly basis in arrears. Taxes will be deducted at source as per rules.
37. **Inspection:** UTITSL reserves the right to depute its Officers, Auditors, Income Tax Officials 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 UTITSL to help UTITSL ensure presence of

appropriate and adequate controls on various processes. Inspection will be done, as decided by UTITSL on periodic basis also.

38. **Nomenclature:** In the said tender, the bidder or the Bidder or the vendors or the contractor or the supplier have the same meanings with reference to the context.
39. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication will be liable to be rejected.
40. UTITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
41. **Eligibility Criteria :**
 - a) The Bidder must have been in existence for last three years. The certificate of incorporation to be submitted.
 - b) The Bidder should have a positive net worth and should be making profits for last three consecutive financial years. CA / CS certificate to be submitted.
 - c) The Bidder should be registered for Service Tax and Income Tax. The Latest Income Tax and Service Tax Clearance Certificates should be submitted.
 - d) The Bidder should not be blacklisted by any government organization in India. A Self- Declaration Certificate should be enclosed.
 - e) Bidders should have their own NOC / Data Center setup, Bandwidth and also the last mile on fiber should be in place at CBD Belapur area from where it can be easily extended to UTITSL Data Centre.

Scope of Work and Other Conditions:

1. UTITSL is looking forward for agencies for **Providing 10 Mbps of Internet Leased Line at UTITSL CBD Belapur Data Centre.**
2. **Bid Submission:** This RFP should be treated as invitation for proposal for offers as stated in Techno-Commercial Form below. Hence the bidders should offer their quotations accordingly
3. **Service response time line:**

The ISP should clearly mention the following support terms

- a. Daily, Weekly, monthly and quarterly detailed utilization has to be submitted on which the payment will be released.



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- b. The Latency to the international site should not be more than 180 ms and to national site not more than 50 ms.
- c. Support on the Network Equipments (provided by the ISP) and the link should be available 24 X 7 basis with maximum permissible downtime as specified in point no 3 (d).
- d. The minimum uptime of the link should be guaranteed 99.5% per quarter, 24 hours a day. If the uptime is less than 99.5% the penalty will be charged as per the below calculations:

Let X be the total payable amount at the end of quarter. This amount will be payable only if the link uptime is or above 99.5%. If the link uptime is between 99.5% to 98.5% then, 5% of the amount X will be deducted and 95% will be paid. If the link uptime is between 98.5% to 97.5%, then 6% of the amount X will be deducted increasing by 1% and 94% amount will be paid. This deduction will increase by 1% till the uptime is 90.5% where only 87 of the X amount will be paid. If the uptime is less than 90.5% then no amount will be paid.

Level of uptime for a given line	Amount payable
99.5% and above	100% of X
98.5%	95% of X
97.5%	94% of X
96.5%	93% of X
95.5%	92% of X
94.5%	91% of X
93.5%	90% of X
92.5%	89% of X
91.5%	88% of X
90.5%	87% of X
Less than 90.5%	No amount will be paid.

These penalty terms will not be changed.

4. **General Instructions for Techno-commercial Bid:** In the **Techno-commercial Bids** authorization certificates / documents are required. If bidder fails to provide any of the relevant document / certificate on demand they would be technically disqualified.
- a) The Bidder 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.
 - b) The bidder shall provide the services for minimum of 1 year and it may be renewable from time to time.
 - c) The bidder has to support for both Hardware, software and link related problem during the period of contract after implementation.
 - d) UTITSL reserve the right to increase or decrease the number of links and locations depending on requirement. Vendor should agree to execute the order with the same agreed terms and conditions.
 - e) Purchase order / LOI will be issued as and when the requirement arises. In case there is any further reduction in price of the Hardware/Software/link, the benefit should be passed on to UTITSL
 - f) The vendor shall warrant that all goods supplied under the contract are new, unused and of the most recent or current models and shall incorporate all latest improvements in design and materials. Undertaking Certificate will be attached for reference. The vendor shall further warrant that the goods supplied under the contract shall have no defect arising out of faulty design, inadequate and / or inferior materials or workmanship or from any act of omission of the vendor, when used under normal use of the supplied goods in the conditions prevalent in India.
 - g) The vendor shall be responsible for delivery and installation of the equipment / Link ordered at specified branches /offices and for making fully operational till UTITSL device at no additional charges.
 - h) Payment will be made after complete and satisfactory commissioning. Quarterly payments will be made only in arrears after deducting the penalty (if any) as per the point no. 3 (d).

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

- i) All expenses should be born by the bidder till the link is terminated on UTITSL device (Link proof).
- j) All equipments to check the link before and after connecting to UTITSL network should be bidder's responsibility.
- k) In the event of likely termination of production of spare parts / consumables, the bidder should stock up such parts / consumables.
- l) The awarded bidder will have to match the prices of the L1 for the upgradation, if the link is upgraded within one year.
- m) Escalation matrix for call logging and technical support should be provided.
- n) Satisfactory Certificates from minimum 3 clients with contact details should be submitted whom the bidder has provided at least same kind of service. Other List of clients with contact details with Mumbai should also be submitted.
- o) The Bidder should be an ISO certified. Copy of the certificate should be submitted.
- p) Any clarifications desired by any vendor in connection with any part of this proposal may be sought from the System Administrators, DIT on the phone number: 022- 67931053/ 1076, or write e-mail to sandeep.vichare@utitsl.co.in and ajit.gupta@utitsl.co.in
- q) The Bidders are requested to check our web site www.utitsl.co.in regularly for any Amendments / modification in the said tender.

BID FORM

The Assistant Vice President
UTI Technology Services Limited,
Plot 3, Sector 11, CBD Belapur,
Navi Mumbai 400614

Date:

Sir,

Sub: Selection of Vendors for Providing 10 Mbps Internet Leased Line Bandwidth.

This is with reference to your tender due on 18th October 2010. We are interested in getting our Company selected in your organization for **Providing 10 Mbps Internet Leased Line Bandwidth.**

We have read and understood the details as given in the tender information regarding the Scope of Work and Terms and Conditions for the selection of vendors for **Providing 10 Mbps Internet Leased Line Bandwidth** and the same are acceptable to us. We have been given all the required information from UTITSL. We certify that we are eligible as per the said Terms. The duly signed copies of the terms are attached herewith.

An EMD of ₹.10,000/- (Rupees Ten Thousand only) is enclosed

We understand that cost comparative statement will be prepared for the said items and L1 will be decided on basis of **lowest rate** quoted for that item.

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 item will be done as per the specification mentioned in the tender form.



Check list for submission of Bids

Forms for Submitting Bids	Explanatory Note
<p>A. Bid</p> <ol style="list-style-type: none">1. EMD of ₹.10,000/-2. Signing Authority Letter3. Proof of satisfactory completion of the said work. (Minimum 3 Client)4. CA Certificate5. Certificate of Incorporation6. Service Tax or Sales Tax Registration Certificate7. Self Declaration letter regarding non black listed vendor8. Letter of Acceptance of all terms and conditions9. Copy of an ISO Certificate10. Escalation matrix for call logging11. Bid Form12. Compliance Sheet13. Price offered	<p>Technical Bid for the equipments should be submitted in the relevant Forms.</p> <p>Commercial Bid for the equipments should be submitted only in the relevant form.</p> <p>Offer not submitted in the prescribed format given in Commercial Form liable to be summarily rejected.</p>

**Annexure-1****10 Mbps Link details for CBD Belapur:**

Link Speed	10 Mbps
Link Type	Internet Leased Line
Physical connectivity	Ethernet Copper (Rj45 connector)
Terminated on	Link proof (Will be provided by UTITSL)
Connectivity	Last mile on copper only other than M/s MTNL.
No. of Public IP address	16 Nos. per link, 2 nos. of LAN Ips.
Scalability	Upgradation to be done without disturbing the working link.
Uptime	Minimum 99.5 % (24 X 7) Quarterly (links and the equipment provided)



Print on ISP's Letter Head

Compliance Sheet

Link compliance Sheet:

Specification	Compliance (Y / N)
Link Speed : 10 Mbps	
Link Type :Internet Leased Line	
Physical connectivity :Ethernet Copper (Rj45 connector)	
Terminated on :Link proof (Will be provided by UTITSL)	
Connectivity : Last Mile on copper only other than M/s MTNL	
No. of Public IP address : 16 Nos. per link, 2 LAN Ips	
Scalability: Upgradable without disturbing the working link.	
Uptime : Minimum 99.5 % (24 X 7)	
Delivery and installation within 4 weeks of Purchase order / LOI	



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Commercial Bid Form:

Speed	1st year cost (Link Cost, Modem, Installation, support, Local lead, etc)	2nd year Recurring cost (Link Cost, Modem, support, Local lead, etc)
10 Mbps (1:1)		
10 Mbps (1:2)		
10 Mbps (1:4)		

Cost of additional 16 nos. of Public IP pool:

Date:

Signature:

Place:

Name:

Designation:

Seal of the Company

Signature of Authorized person

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