

**Quotation for AMC of IBM Servers at BSNL IDC****Ref: LICHFL/FY2018-2019/T-007**

Closed quotations are invited for **AMC of IBM Server**. Quotes mentioned shall remain valid for 90 days from the date of submission of the quotation.

Detailed list of items to be covered under AMC with period is mentioned in Annexure D.

The quotations of the **AMC of IBM Server** should be provided as per the **Annexure E**.

The envelope to be marked as: **“Quotation for AMC of IBM Server”**  
**Ref: “LICHFL/FY2018-2019/T-007”** and should also contain the name and address of the Bidder. The quotations should reach us on or before 18<sup>th</sup> March 2019. Quotations received after the date mentioned below will be rejected. The bids submitted will be opened on 19th March 2018 11.00 AM.

The **reverse auction** will be held on **21<sup>st</sup> Mar 2018**.

The vendors will have to participate in the online reverse auction to be conducted after opening of commercial bids. Vendors will have to abide by the e-business rules framed by LIC HFL.

Vendors should submit quotations only after carefully examining the documents/ conditions/ schedule of work. Only price quotations may be submitted as per Annexure E. The initial commercial bid by each vendor will give the item-wise breakup and the total value. The start bid of the e-bidding process will be decided by LIC HFL. While e-bidding will involve only the total value, all the vendors will have to give the item-wise breakup for the last lowest bid made by them within 24 hours from the close of reverse auction

The order will be placed with L1 vendor after the Reverse Auction. Service support is critical in a Core Business environment. In case LIC HFL finds that the service support of the L1 vendor is not available or is not satisfactory at any particular centre / city, LIC HFL may at its discretion place the order with some other vendor whose service support is satisfactory and who matches the L1 rates.

LICHFL may at its discretion extend deadline for submission of quotation.

The envelopes shall be addressed to the Company at the following address

**General Manager (IT)**  
**LIC Housing Finance Ltd.**  
**45/47, 2nd Floor, Bombay Life Building,**  
**V.N. Road, Fort Mumbai – 400001**

## Details for Comprehensive Annual Maintenance Contract

### 1. SCOPE OF SERVICES

1. The Annual Maintenance Contract will comprise of comprehensive support from vendor directly via web/telephone/email on 24 X 7 X 365 basis.
2. Quotation for the devices should be submitted with back to back support as per annexure E.
3. In case of any issue in the device LICHFL will raise a call with the vendor who in turn will coordinate with OEM and get that resolved within the timeline of SLA.
4. Vendor shall provide web/telephone/email/onsite support pertaining to the severity of the issue.
5. In case of software/hardware issue vendor shall reinstall the software and reconfigure the device.
6. Vendor will have to conduct Half-Yearly onsite preventive maintenance to ensure that the device functioning without defect. Call for PM activity will be logged by LICHFL. Upgrades updates and patches shall be applied as required.
7. Vendor will have to support in case of any addition of new features or existing configuration changes in the device.

### 2. AMC DELIVERABLES

- Hardware: Vendor will provide immediate replacement of defective spares for hardware covered under Comprehensive AMC.
- Operating System: OS hardening, Updation of patches, troubleshooting and resolution of issues faced.
- The spare replacement shall be of the equivalent and compatible and of the same or higher configuration.

### 3. TIMELINES

- **Response Time:**-Vendor will provide 4 Hours response time from the time call logged within service window.
- **Resolution Time:**-Vendor will provide problem resolution within 24 hours.
- **Uptime:**-Provide 99% annual uptime.
- **Service Window:**-9 A.M. to 6 P.M.

### Terms & Conditions:

- **Period of Contract:** The contract will be from 01-Feb-2019 to to 31-Mar-2020. In case services satisfactory are not satisfactory LICHFL can terminate the contact by giving three (3) months' notice.
- **Payment Terms:** 100% advance on submission of invoice.
- **Preventive Maintenance:** Vendor will have to conduct preventive maintenance to ensure that the device functioning without defect. Upgrades updates and patches shall be applied as required.

Non- compliance will attract penalty of 0.25% of AMC Value per week delay of the asset being serviced. No calls will be logged for this activity and has to be done by the vendor. The Preventive Maintenance should be completed on a Half-Yearly basis. **Last date for submission of the PM reports will be 30<sup>th</sup> June and 31<sup>st</sup> December.**

The Preventive Maintenance Activity will include

- Checking that all the hardware are running on UPS power and Not on Raw Power.
- Review of system logs;
- Configuration items support coverage review;
- Configuration good practice and vulnerability review.
- Upgrades updates and patches shall be applied as required

Recommendations/ suggestions should be prioritized and typically included in a detailed report which should be submitted.

- **Penalty Charge:** Penalty will be deducted for each quarter which will be deducted from PBG.
  - Service Level Agreement 6 Hrs. Call to resolution. Issues not resolved beyond 24 hours will attract 0.50% of the contract value per day.
  - Maximum Penalty is capped at 5% of Contract Value.
- **Taxes:** Taxes (GST) if applicable to be included in the cost. However, the quotation should clearly mention the basic price, Tax Applicable and Total Price per unit. Octroi as applicable will be reimbursed.
- **Support:** 24x7 for datacenter, 6 Hr. CTR\*, B2B support, onsite troubleshooting and fault fixing.
- **Performance Bank Guarantee:** Vendor will have to submit a Bank Guarantee of 10% of the Purchase Order Value. Any Penalties calculated will be deducted from the Bank Guarantee.

**Note:**

1. Prices should be quoted in Indian Rupees only with no conditions attached like Rs- $\text{\$}$  exchange rate, OEM policy, inflation factor.
2. The Competent authority reserves the right to accept or reject any quotations without assigning any reasons.
3. While placing the Purchase Order, LIC HFL further reserves the right to delete or reduce any item or section of the schedule of work without assigning any reason thereof. The decision of the competent authority will be final and binding.
4. Any tenders which are incomplete or not as per the prescribed format will be summarily rejected.
5. The company reserves the right to negotiate with the lowest bidders.
6. In case the services of the Vendor is not found satisfactory, written notice will be served to the vendor and on non-compliance LIC HFL may terminate the agreement after a notice period of 90 days. LIC HFL also reserves the right to black list the company for participating in future engagements.

## Reverse Auction

**Tender for AMC of IBM Servers through E-Procurement** The detailed procedure for Reverse Auction to be followed in the Tender for AMC of IBM Servers is given below:

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers in separate in sealed covers. The technical details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Vendors. The Indicative commercial bids submitted by the vendors who are short listed in the technical bid evaluation process will be opened and those vendors will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Company. Vendors who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the E-business rules framed by the Company in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document. Further, please note that the vendor(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction.

### BUSINESS RULES FOR REVERSE AUCTION

**APPLICABILITY:** Reverse Auctions are carried out under the framework of rules that are called Business Rules. All vendors participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the LICHFL in the prescribed format **Annexure B**. Any vendor not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

**ELIGIBILITY:** Only vendors who are technically qualified and who submit the prescribed undertaking to the LICHFL alone can participate in Reverse Auction relevant to the procurement for which Tender is floated.

**COMPLIANCE/CONFIRMATION FROM VENDORS:** The vendors participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the Tender:

- Acceptance of Business Rules for Reverse Auction and undertaking as per format in **Annexure B**.
- Agreement between service provider and vendor. (This format will be given by the service provider prior to announcement of Reverse Auction.)
- Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in **Annexure C**

### TRAINING:

- LICHFL will facilitate training for participation in Reverse Auction either through the service provider for the Reverse Auction.
- Where necessary, the LICHFL/service provider may also conduct a “mock reverse auction” to familiarize the vendors with Reverse Auction process.

- Any vendor/bidder not participating in training and/or “mock reverse auction” shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

**TOTAL COST OF OWNERSHIP (TCO):** TCO refers to the aggregate amounts payable by the Company for transfer of ownership. TCO shall encompass but not be limited to the Cost of the equipment/product or services, License fee, Annual Maintenance Charges and Taxes as applicable for the period as specified in the Tender.

TCO, however, shall not include variables of Octroi and entry tax. These shall be paid as per actual and on production of receipts. However, no penalties respecting Octroi or entry tax shall be paid by the LICHFL and the vendor shall bear such expenses.

- The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- The Company shall Endeavour to fix such Date/Time at mutual convenience to the vendor/s, service provider and the Company.
- No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the LICHFL might result in any avoidable delay to either the Reverse Auction or the whole process of selection of vendor.

**DATE/TIME OF REVERSE AUCTION:** The Date and Time of commencement of Reverse Auction as also Duration of “Reverse Auction Time” shall be communicated at least 7 working Days prior to such auction Date. Any force majeure or other condition leading to postponement of auction shall entitle LICHFL to postponement of auction even after communication, but, the Company shall be obliged to communicate to all participating vendors the „postponement“ prior to commencement of such “Reverse Auction”.

**CONDUCT OF REVERSE AUCTION:** The Reverse Auction shall be conducted on a specific web portal meant for this purpose. The Reverse Auction may be conducted by LICHFL itself or through a service provider specifically identified/appointed/empanelled by the LICHFL.

**SERVICE PROVIDER’S ROLE & RESPONSIBILITIES:** In all Reverse Auctions conducted by the company through a Service Provider, the Company shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction. For creating necessary obligations and rights, the service provider will also enter into an agreement with each vendor as per a format designed by him for this purpose. The Company shall resolve any points/issues concerning such agreement of vendor and service provider. While a Service Level Agreement (SLA) by the Company with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Company shall be directly responsible to vendors for fair and transparent conduct of Reverse Auction. The service provider at the end of each Reverse Auction shall provide the company with all details of the bids and reports of reverse auction. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

**TRAINING AND AUCTION:**

Service provider / auctioneer is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

- Each vendor / bidder shall participate in the training at his / their own cost.
- Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Company a mock auction may also be conducted for the benefit of all concerned.
- Authorized representatives of the bidders named in the authorization letter given by the vendor (Annexure B) shall be given unique user name, password by the service provider / auctioneer.
- Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
- All the bids made from the log-in ID given to bidder shall ipso-facto be considered bid made by the vendor / bidder to whom log-in ID and password were assigned by the service provider / auctioneer.
- Any bid once made through registered log-in ID / password by the vendor / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the Tender at the bid price of TCO.
- Every successive bid by the bidder / vendor being detrimental bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
- The Company shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different vendors. In other words, there shall never be a "Tie" in bids.

**PROXY BID:** A proxy bid is one where vendor can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

When proxy bid amount is reached, the vendor has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

Since it is an English auction with no ties, two vendors submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

During training, the issue of proxy bidding will be clarified in detail by the service provider.

**TRANSPARENCY IN BIDS:** All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

**MASKING OF NAMES:** Names of bidders/ vendors shall be anonymously masked in the Reverse Auction process and vendors will be given suitable dummy names. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Company with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

**START PRICE:** LICHFL shall determine the start price either on its own or through asking for information of price band on TCO from each vendor at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by vendors, Company would determine the start price for reverse auction.

**DECREMENTAL BID VALUE** The vendors shall be able to bid only at a specified decrement value and not at any other fractions. The Bid decrement value shall be Rs.1000/- or 0.25% of the Start price of the

Reverse Auction, whichever is higher. The bid decrement value shall be rounded off to the nearest thousands of rupees. For the sake of convenience of vendors, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of vendors to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

**COPY OF BUSINESS RULES** The Company shall supply copy of the Business rules to any vendors / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Company by an authorized representative of the vendor.

- The Company shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Company.
- For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Company for the reference of reverse auction process will alone be considered final and binding.

**SPLITTING OF ORDERS:** The Company shall also be entitled to award the contract to L2, L3 or L4 etc. bidders in the event of L1 bidder backing out to honour the commitment, or for that matter not in a position to supply the offering as per the Tender.

**REVERSE AUCTION PROCESS:** In order to reduce the time involved in the procurement process, Company shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Company shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the tender. The Company shall however, be entitled to cancel the procurement of Reverse Auction process, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Company. The successful vendor shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

**EXPENDITURE ON REVERSE AUCTION:** All expenses of reverse auction shall be borne by LIC HFL. Vendors, however, shall attend the training or mock auction at their own cost.

**CHANGES IN BUSINESS RULES:** Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Company.

- Any / all changes made in Business Rules shall be uploaded in the Website immediately.
- If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each vendor/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Company.

**DON'TS APPLICABLE TO THE BIDDER/VENDOR:**

- No vendor shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Company shall disqualify the vendor / bidders concerned from the reverse auction process.
- Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Company to any other third party without specific permission in writing from the Company.

- Neither Company nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Company shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

**ERRORS AND OMISSIONS:** On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Company shall be final and binding on all concerned.

**For LIC Housing Finance Ltd.**

**General Manager – IT**



**Annexure-A**

**Submission of BID**

General Manager (IT),  
LIC Housing Finance Ltd.  
45/47, 2nd Floor, Bombay Life Building,  
V.N. Road, Fort,  
Mumbai – 400001

Dear Sir,

**Sub: Request for Proposal for AMC of IBM Servers**

We have examined the Tender and subsequent pre-bid clarifications/ modifications / revisions furnished by LIC HFL and we offer to supply the licenses as per the terms and conditions of this Tender. We shall participate in online reverse auction to be conducted on the date advised to us.

While submitting this bid, we certify that:

- (a) Prices submitted by us have been arrived at without agreement with any other bidder of this tender for the purpose of restricting competition.
- (b) The prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this Tender.
- (c) We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
- (d) We agree that the rates/ quotes, terms and conditions furnished in this tender will be applicable to LIC HFL.
- (e) The rate quoted in the commercial bid for hardware and software are as per the tender and subsequent pre-bid clarifications/ modifications/ revisions furnished by LIC HFL in writing, without any exception.

If our offer is accepted, we undertake to complete the delivery of the licenses as per the terms and conditions of the Tender. We agree to abide by this offer as defined in this Tender from the date of submission of the bid, and our offer would remain binding upon us and may be accepted by LIC HFL any time before the expiry of the validity period.

Until a formal contract is prepared and executed, this offer, together with LIC HFL's written acceptance thereof and LIC HFL's notification of award would constitute a binding contract between us. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, LIC will have the right to disqualify us from the bid.

We undertake to comply with the terms and conditions of the Quotation.

We understand that LIC HFL may reject any or all of the offers without assigning any reason whatsoever.

Yours faithfully,  
Authorized Signatory  
Name:  
Designation:  
Date:  
Place:  
Seal of the company

**Annexure B**

**COMPLIANCE STATEMENT**

**Date:**

**(To be submitted by all the vendors participating in Reverse Auction)**

To:

General Manager (IT),

LIC Housing Finance Ltd.

45/47, 2nd Floor, Bombay Life Building,

V.N. Road, Fort, Mumbai – 400001.

**DECLARATION**

We \_\_\_\_\_ (name of the vendor/bidder) hereby confirm having submitted our bid for participating in LICHFL's Tender dated \_\_\_\_\_ for procurement of \_\_\_\_\_.

We also confirm having read the terms of Tender as well as the Business Rules relating to the Reverse Auction for this Tender process. We hereby undertake and agree to abide by all the terms and conditions stipulated by LIC Housing Finance Limited in the Tender document including all annexures and the Business Rules for Reverse Auction.

We shall participate in the on-line auction conducted by \_\_\_\_\_ Ltd. (Auction Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.

We, hereby confirm that we will honour the Bids placed by us during the auction process. We also understand that the company may debar us from participating in future tenders.

We confirm having nominated Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction. We undertake to submit the confirmation of last bid price by us to the auction company/LICHFL within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of Tender.

Authorized Signature with company seal

Name and Title of Signatory:

Name of the Company / Organization –

Address:

**Annexure C****Letter of Authority for participation in Reverse Auction****Date:**

To:

General Manager (IT),

LIC Housing Finance Ltd.

45/47, 2nd Floor, Bombay Life Building,

V.N. Road, Fort, Mumbai – 400001.

We \_\_\_\_\_ (name of the company) have submitted our bid for participating in Company's Tender dated \_\_\_\_\_ for renewal of \_\_\_\_\_.

We also confirm having read and understood the terms of Tender as well as the Business Rules relating to the Reverse Auction for this Tender process.

As per the terms of Quotation and Business rules, we nominate Mr. \_\_\_\_\_, designated as \_\_\_\_\_ of our company to participate in the Reverse Auction.

We accordingly authorize LIC Housing Finance Limited and / or the Auction Company to issue user ID and password to the above named official of the company.

Both LICHFL and E PROCUREMENT TECHNOLOGIES LIMITED shall contact the above named official for any and all matters relating to the Reverse Auction. The contact details are as below:

Email: -

Mobile:-

We, hereby confirm that we will honour the Bids placed by Mr. \_\_\_\_\_ on behalf of the company in the auction process. We agree and understand that LIC Housing Finance Limited may debar us from participating in future tenders for any such failure on our part.

Authorized Signature with company seal

Name and Title of Signatory:

Name of the Company / Organization –

Address:

**Annexure D: Details of the Hardware to be covered under AMC.**

S.No	Serial No	Model	AMC from	AMC to
1	06N2681	IBM X3750M4 SERIES SERVER	01-Feb-2019	31-Mar-2020
2	06N2682			
3	06N2683			
4	06N2684			
5	06N2685			

**Annexure E: Quotation for AMC of IBM Server**
**Date:**
**(With back to back Support)(On Company's Letter Head)**

S.No	Product Make and Model	Qty	Unit Cost	Total Cost	Taxes	Total
1	IBM X3750M4 SERIES SERVER	5				
	<b>TC O</b>					

*(In INR)*

I/We hereby declare that the taxes mentioned/charged in the annexure are as per the tax laws applicable in India.

Authorized Signature:

Name and Title of Signatory:

Name and Address of Firm/Company:

(With Company Seal)