

THE SINGARENI COLLIERIES COMPANY LIMITED (A GOVERNMENT COMPANY) <u>HYDERABAD PURCHASE DEPARTMENT</u> TELANGANA (STATE)

<u>CIN:U10102TG1920SGC000571</u> <u>e-mail.ID:pd_hyd@sccImines.com</u> Company Web site: <u>www.sccImines.com</u>

SCCL GST No : 36AAACT8873F1Z1

NOTICE INVITING TENDER

SUB: Comprehensive Annual Maintenance Contract Services for a period of Two years for 3 No.s DELL Power Edge R540 (with iDRAC9) Servers installed at SCCL Bhavan, Hyderabad.- reg

Enquiry No.HY12400290Enquiry Date14.01.2024Mode of EnquiryOpen Enquiry	*	****
	Enquiry No.	HY124O0290
Mode of Enquiry Open Enquiry	Enquiry Date	14.01.2024
	Mode of Enquiry	Open Enquiry
Number of Sources Single	Number of Sources	Single
Due Date & Time for submission of Tenders 24.02.2025	Due Date & Time for submission of Tenders	24.02.2025
Due Date & Time for opening of Tenders 24.02.2025	Due Date & Time for opening of Tenders	24.02.2025
Mode of Tendering Single Cover	Mode of Tendering	Single Cover

- 1. Tenders are invited from Contractors for a period of Two years and the period of contract may be extended for another six months period based on satisfactory performance of the work.
- (A) <u>Quotation for Comprehensive AMC for a period of Two years for 3 No.s DELL Power Edge R540 (with iDRAC9) Servers</u> installed at SCCL Bhavan, Hyderabad.

SI. No.	Scope of work	Unit	Quantity	No. of quarters
а	Comprehensive AMC for a period of Two years for 3 No.s DELL Power Edge R540 (with iDRAC9) Servers installed at SCCL Bhavan, Hyderabad. (Please quote rate per unit per quarter)	Quarter	03	08

- 1. Offers are invited from vendors located in Hyderabad/Secunderabad only will be considered.
- 2. The bidders are requested to quote basic rate per unit per quarter
- 3. <u>Evaluation:</u> The L1 status of the bidders would be arrived based on the lowest value offered.
- 4. The offered rate should be inclusive all taxes other than the GST. The applicability of GST in % shall be clearly mentioned as extra.
- 5. The bidders offered without any GST, their landed cost will be arrived by taking maximum GST% quoted by other bidders.
- 6. Offer validity must be Four months. Those who offer the validity less than 4 months will be disqualified.

NOTE: If more than one bidder stood in L1 status, the Successful Bidder will be selected through a lottery system to be drawn at O/o GM (CDN) in presence of representatives of Finance & Purchase Depts.

Scope of Work:

Required CAMC Services (BOM) & General terms and conditions

SW.1.CAMC Services:-

SW.1.1 Comprehensive Annual Maintenance Contract Services for DELL Power Edge R540 (with iDRAC9) Servers is sought for 2 years period as per the BOM mentioned at Annexure-I.

SW.1.2Immediately on award of the service order the service provider would give an undertaking regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the SCCL in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the penalty would be deducted as per the defined SLAs.

SW.1.3Replacement of Parts: - Maintenance of the Servers includes supply and replacement of parts at free of cost. The equipment parts replaced must be new and equivalent in performance to the existing parts. In the event of obsolesce and beyond repairable condition, items will be replaced by equivalent capacity at no extra cost.

SW.1.4Preventive Maintenance:- The Service Engineer should visit the SCCL Location once in every 3 months for complete health check-up of entire machines as part of preventive maintenance. The same report should be submitted along with the Quarterly payment bills.

SW.1.5The comprehensive maintenance includes quarterly preventive maintenance and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active.

SW.1.6The emergency/break down calls should be attended within 12 Hours after raising the complaint. In case of failure to attend such calls, penalties will be levied as per the SLAs.

SW.1.7All Technical issues should be attended on 24X7 basis.

SW.1.8Complaint can be registered either telephonically or by e-mail or in person with the help of a helpdesk established by the Firm as per the condition of contract. Proper record of the complaints should be maintained by the AMC vendor/support engineer.

SW.1.9 Service provider should deploy technically competent service engineer (whenever required) at SCCL Hyderabad office premises to ensure proper upkeep of equipment and quick resolution of the issues.

SW.1.10The service provider should use suitable instruments/ tools to examine and repair the equipment. The AMC vendor should have the required drivers/ software for maintenance and configuration of the Servers. The Firm should also perform the upgrade/maintenance of Firmware/OS/software etc., of the DELL Servers setup from time to time.

SW.1.11Firm will be responsible for maintenance of the Firmware &OS of the Servers. Should provide support in regular update of security patches or any other patches/Firmware time to time. In case of any problem, including performance issue, firm has to depute engineer to sort it out to the satisfaction.

SW.1.12 Any damage to the equipment occurred during the maintenance shall be replaced/repaired by the firm at their own expense. No alterations / attachments / adjustment should be made to the hardware being repaired that can decrease / reduce the actual capability of the machine. In case of permanent replacement of Hardware, firm has to provide either same model or higher model. The CAMC Firm shall employ only qualified and skilled staff with adequate field experience. On demand, the firm will have to provide proof of qualification and experience of person employed for servicing the equipment. Replacing hardware should not affect the existing performance.

SW.1.13 In case of a).Delay in attending the problems b).Breakdown of system due to improper handling by service personnel, suitable penalties for violation of service level agreement (SLAs) shall be levied as indicated in the penalty clauses.

SW.1.14 In case the service provider fails meeting the maintenance requirement in time, then SCCL may make its own alternative arrangement for the service/repair/maintenance of the equipment to avoid loss of productivity. Under such circumstances service provider would reimburse the cost of such arrangement incurred by the SCCL. Otherwise SCCL shall deduct the same from scheduled payments along with applicable penalties. And it will be also treated as shortfall of service as per the SLA.

SW.1.15Bidder should confirm that he has taken Back to back OEM Support for both Hardware and software as mentioned in BOM. Relevant document proof of the same in this regard to be submitted before commencement of CAMC.

SW.1.16The vendor will make sure that, all the hardware and software assets of DELL Servers mentioned in the BOM are in functional condition during CAMC period.

SW.1.17 Tracking of Resolution of the issues:

There should be tools/portal to track and monitor the resolution of the issues raised by SCCL.

SW.1.18There should be a Help Desk facility provided by vendor/OEM to SCCL through an online ticketing mechanism for raising user queries/ tickets for resolving issues.

SW.1.19Escalation Matrix should be in place and provided to the SCCL.

SW.1.20The Service Provider should monitor the delivery of the service and submit service outage reports along with service credits as per the SLA.

SW.1.21 It would be the responsibility of the Service Provider to co-ordinate with OEM for early resolution of the issues.

SW.1.22 The DELL Servers are located at Hyderabad office of SCCL. All TA & DA shall be borne by the Firm to resolve the issues.

SW.2. Regulatory / Compliance Requirements:

SW.2.1 The services should comply with all the guidelines issued by MeitY & Govt. of India. SCCL has the right to change the compliance/guidelines at any point of time and the service provider has to comply with the guidelines.

SW.3. Data Privacy and Security Compliance Requirements:

SW.3.1 The CAMC Services should meet all the compliance requirements related to the data privacy and security.

Delivery Schedules & SLAs

SW.4. Delivery and Implementation Schedule:

The Service Provider shall provide written undertaking, mentioning that CAMC is being taken up by the Firm as per following time lines, failing which liquidated damages (LD) as applicable shall be levied.

SW.4.1 Service Level Agreements (SLA) and Penalty clause

SL No	Schedule	Timelines
1	Written undertaking for CAMC should be provided to SCCL as per Scope of work.	Within 4 (four) weeks from the date of receipt of the Purchase Order
2	02(two) years CAMC support for DELL Servers as per the BOM along with back to back support from the OEM.	CAMC should be commenced as per the delivery schedule provided by GM(IT)

SW.4.2SLA for Uptime of the Servers: As per the current standard Service Level Agreement (SLA) must be with 99.50% uptime. The Service uptime agreement for the proposed CAMC Service should have uptime commitments. The successful Vendor will adhere to the following Service Level Agreements (SLA) related to support for services to be provided:

Sno.	Uptime of Services on Quarterly basis (Total uptime Quarterly hours)	Penalty on (Total system breakdown) Quarterly Charges.
01	≥99.50%	No Penalty
02	≥99.00% but <99.50%	5%
03	≥98.50% but <99.00%	10%
04	≥ 98.0% <98.50%	15%
05	<98.0%	20% &Shortfall of Service

The uptime will be calculated as per the formula given below:

Uptime (%) = (Sum of total hours during Quarter – Sum of downtime hours during Quarter) X 100 / Sum of total hours during Quarter.

Total hours in a Quarter will be taken as: 24hrs* no. of days in respective Quarter.

Eligibility Criteria & Payment terms

SW.5. Minimum Eligibility Criteria

SW.5.1Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria.

S.No.	Eligibility Criteria
01	The Bidders must be a Company/LLP/Partnership Firm incorporated in
	India and registered under the Companies Act/ Limited Liability Partnership Act as applicable.
	Registration certificate to be provided
02	The bidder should be an Authorised Partner with OEM DELL India and authorisation letter should be
	furnished.
03	Bidders should have experience of executing Minimum one order of HighEnd Servers
	Implementation/CAMC Services (High End Servers)during last 06 years in any Government
	organization/PSUs/BFSI. In case of Govt. orders execution, self-certification may be submitted.
04	Bidders should have a minimum annual turnover of Rs. 25Lakhs in each of the last three financial years.
	The bidder should have positive net worth during each of the last three financial years. Proof of Document
	to be submitted.
05	The Bidder should not have been black listed/debarred or received letter of dissatisfaction at the time of
	submission of Tender, by Government of India or Central/State PSUs /IBA/ PSE/ PSB/ FI/Regulatory
	Bodies.
06	The Bidder should not be involved in any litigation which threatens solvency of company.
07	Bidder should comply to take the Back to back OEM Support for Hardware and iDrac9software for the
	CAMC and document proof of the same in this regard to be submitted before commencement of the
	CAMC.
08	The Bidder should have an office in Hyderabad, India.
L	

Note: Bidder has to submit supporting documents/self-certification/self-declaration where ever applicable.

SW.6.The payment terms

SW.6.1The payment terms are detailed as under.

	P	
S.N.	Item Description	Details/Frequency
01	CAMC Service charges	Payment will be made on Quarterly basis after certification by GM (IT).

SW.7. Termination Clause

SW.7.1SCCL reserves the right to terminate the contract partially or fully in the event of one or more of the following situations:

- i. Shortfall in achieving the Service Level Agreements(SW.4.2, Sno. 5) successively in two quarters or any three quarters during the period of AMC.
- ii. Any threat is perceived or observed on the security of SCCL's data /resources out of any action by the staff deployed for monitoring / configuration etc., by Service provider at any stage.
- iii. The SCCL, at its discretion, may terminate the contract by giving written notice to the Bidder, if the Bidder fails to perform satisfactorily elapsing 6 weeks from the date of Purchase Order, due to any reason apart from related to SCCL as mutually agreed and the Firm will be black listed.
- iv. The SCCL may, at any time terminate the contract by giving written notice to the Service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SCCL.
- v. Bidder fails to perform any other obligation(s) under the contract.

SW.7.2 In the case of termination, SCCL will serve 3 months' notice to the Service provider.

SW.7.3Payment in case of termination: In case the contract is terminated payment towards services will be made on pro rata basis (in case of payment not done) for the period services have been delivered, after deducting applicable Penalty/LD and TDS/other taxes.

DELL Servers technical specifications (BOM)

Sno		Description
01	Assets S.Nos.	Model name : Power Edge R540 (with iDrac9) 3 Nodes S.Nos. 83VPLP3, 93VPLP3, 73VPLP3
02	Form factor	2U Rack
03	Processor	The 2 nd Generation Intel® Xeon® Processor Scalable Family
	Processor Brand	2 X Intell XeonI Silver 4208 CPU @ 2.10GHz
04	Processor sockets	2 Sockets
05	Internal interconnect	Up to 3 Intel Ultra Path Interconnect (Intel® UPI); up to 11.2 GT/s
06	Chipset	Intel C620 series Chipset
07	Memory	Supports DDR4 RDIMMInstalled with 64 GB DDR-4
08	I/O slots	5x PCIe Gen3 slots plus a dedicated PERC and LOM slot
09	Storage controllers	Software RAID: • S140 Internal controllers: • PERC H750 Adapter (Embedded)
10	Hard drives	Media Type : SSD Nos of Disks : 3 X 3576.38 GB
11	Embedded network adapter	2 X Embedded NIC
12	Power supply	Two hot-plug PSUs or option for single cabled PSU • 2 X 750 W, hot-plug PSU
13	Cooling Fans	6 X Standard Board Fan
14	Supported operating systems	Should support for Redhat Linux / SUSE® Linux Enterprise Server.
15	Systems management	 Dell EMC Systems management consoles and tools: Should support for upgradation/trouble shooting of Firmware of the Servers. Trouble shooting/Configuration of iDRAC9(if required)
16	Servers Location	Singareni Bhavan, Lakdikapul, Hyderabad, Telangana.

Abbreviations:-

ANNEXURE-II

Abbreviation	Description
SCCL	The Singareni Collieries Company Limited
SLA	Service Level Agreement
PSU	Public Sector Unit
OEM	Original Equipment Manufacturer
CAMC	Comprehensive Annual Maintenance Contract
BFSI	Banking Financial Services and Insurance
LD	Late Delivery
OS	Operating System
TDS	Tax Deducted at Source
IBA	Indian Banks' Association
PSB	Public Sector Bank
FI	Financial Institution
LLP	Limited Liability Partnership
PSE	Public Sector Enterprise
SW	Scope of Work
RDIMM	Registered dual in-line memory module
SSD	Solid State Drive
LOM	Lights-out management

SATA	Serial Advanced Technology Attachment
BOM	Bill of Material
MeitY	Ministry of Electronics and Information Technology
GM	General Manager
IT	Information Technology
RAID	Redundant Array of Independent Disks
CPU	Central processing unit
ТА	Travelling Allowance
DA	Dearness Allowance

A. <u>GENERAL INSTRUCTIONS:</u>

- 1. Bidders are advised to carefully read this NIT Document. Towards acceptance of conditions in NIT, <u>the tenderer is</u> requested to sign on all pages of the Tender document towards their acceptance.
- 2. SCCL reserves the right to seek clarifications in respect of the bids/ supporting documents etc. from the bidders by letter/ email/ fax.
- 3. Sealed tenders with our enquiry number and date clearly marked on the cover can be dropped in the tender box in the Company Purchase office at Hyderabad or can be sent by post or courier before the due date and time. Fax quotations are not accepted. M/s. SCCL will not, in any way be responsible for any postal delay.
- 4. From 01.11.2020 onwards all the vendors whose turnover is more than ₹10.00 Crores or above in the financial years 2021-22, 2022-23 and 2023-24 have to submit e-invoice with QR code printed on it. If the turnover is less than ₹10.00 Crores the firm has to declare that we are exempted from e-invoicing requirement. Therefore, the said e-invoicing provisions are not applicable to our company. Towards this, the firm is required to submit undertaking detailed in "ANNEXURE" along with Invoice.

BILLS WILL NOT BE ACCEPTED WITHOUT e-INVOICING IF THE AGGREGATE TURNOVER IN ANY OF THE THREE FINANCIAL YEARS 2019-20, 2020-2021 and 2021-22 EXCEEDS ₹10.00 CRORES.

Submit e-invoice, if turnover exceeds ₹10.00 Crores in any of the financial years starting from 2021-22, 2022-23 and 2023-24.

If not exceeds, Firm has to give following undertaking.

	PROFORMA				
<u> </u>	Our turnover is not exceeded ₹10.00 crores during Financial years from 2021-22, 2022-23 and 2023-24.				
Name: Designati Company					
GST	IN	E-invoicing applicability	SEZ Status (Yes/No)		
Any loss of ITC or discharge of interest and penalty arising to SCCL due to any misinformation from us, we are liable to reimburse the same to SCCL on the basis of this declaration.					
SIGNATU	RE OF OWNER WI	TH STAMP/SEAL			

- 5. A) The terms and conditions of the tender are divided into two parts i.e. Part 'A' and Part 'B'.
 - a. Part 'A' contains technical & commercial terms and conditions.
 - b. Part 'B' contains price BID.
 - B) Submission of offers:

i. The Tenderer shall submit bids in two parts i.e., TECHNCIAL & COMMERCIAL BID AND PRICE BID in one sealed cover as detailed below, super-scribing enquiry number, due date of opening of the tender and name & address of the Tenderer.

- Part 'A' shall contain copy of the whole tender document duly signed by the Tenderer in all the pages to indicate
 that the Tenderer has gone through the whole tender document, to acquaint himself with the work involved and
 accepting to all terms & conditions mentioned in the NIT. All the required details with supporting documents are
 to be submitted.
- Part 'B' shall contain price BID and Annexure of NIT.

ii. The above cover superscribing enquiry number, due date of opening of the tender and name & address of the Tenderer.

- iii. In case the Tenderer submits revised bid or more than one bid, the lowest bid only will be considered unless Tenderer clearly specifies which bid is to be considered.
- iv. Bidders are required to quote as per the technical specifications mentioned in the NIT document. Otherwise the offer is liable for rejection.

BOTH COVERS WILL BE OPENED ON THE SAME DAY

6. <u>**RIGHT TO REJECT THE OFFERS/CANCEL THE TENDER:**</u> SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order/ award of contract. The decision taken by SCCL in this regard shall be final.

7. CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:

Correspondence/disputes will be entertained before placing order and the decision of the SCCL shall be final. However In case of any un-resolved dispute or difference of opinion arising between SCCL and the successful tenderer in respect of manner of execution or anything connected with the work, not specifically provided for hereunder or in respect of meaning of any clause of the terms and conditions of Tender document shall be resolved by arbitration.

- a. BIDDER'S DETAILS: Bidder shall furnish the following information:
- i. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- ii. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability Company etc., together with names of proprietor, partners and directors respectively.
- iii. Indicate clearly, if it is a Government Company, SCCL ancillary unit. A copy of valid documentary proof shall be enclosed.
- iV. Banker's Name and address together with Branch Code and IFSC/RTGS Code.
- V. GST registration and other details to the extent applicable along with documentary evidence.
- 8. LAWS APPLICABLE: The contract shall be governed by the Laws of Indian Union for the time being in force.

9. SETTLEMENT OF DISPUTES:

1.0 Dispute resolution 1.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to Purchase Order / Contract / Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") between the Parties, and so notified in writing by either Party to the other Party (the "Dispute")shall, in the first instance, be attempted to be resolved amicably in accordancewith the conciliation procedure set forth in Clause No.2. 1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of Purchase Order /Contract/Agreement promptly, equitably and in good faith, and further agree to provide each other non-privileged records, information and data pertaining to any Dispute.

2.0 Conciliation

2.1. In the event of any dispute or differences arising directly or indirectly out of Purchase Order /Contract/Agreement or otherwise, the Parties undertake to use all reasonable endeavours to resolve such disputes amicably. In this regard, if the dispute is raised by the Contractor, he shall make a request in writing to SCCL for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the Contractor shall be entertained by SCCL.

2.2. If the disputes cannot be settled amicably, the disputes shall be taken for civil court as provided in Clause 3 below.

3.0 Civil Court

3.1. In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with Purchase Order /Contract/Agreement (except as to any matter the decision of which is specially provided for by these conditions), or the performance of any of the obligations of SCCL and the successful bidder hereunder or referred to herein, including an issue or dispute as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") is not settled through negotiations, the respective parties can seek remedy through 'CIVIL COURT' having competent pecuniary and territorial jurisdiction or at competent court in Bhadradri-Kothagudem district and not by Arbitration. No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein above mentioned.

10. <u>RISK PURCHASE CLAUSE</u>:

In case the firm/Contractor fails to deliver the terms of the contract as per the order and SCCL is forced to enter into new contract for the purpose with another firm at a higher price, the firm/Contractor shall pay the difference in prices to SCCL.

- 11. <u>UNSOLICITED DISCOUNT:</u> Suo-moto reduction shall not be considered for evaluation whether given before or after opening of price bids. If any Tenderer other than lowest offers Suo-moto reduction in the prices after opening of the price bid, the offer shall be rejected out rightly. However, if there is a suo-moto reduction from the lowest Tenderer adjudged on the basis of comparative statement as per price bids before such reduction, the benefit of suo-moto reduction shall be availed of at the time of placement of order on the lowest Tenderer. SCCL reserves the right not to accept the lowest bid.
- 12. <u>BRIBES & GIFTS:</u> Any Bribe, Commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent or servant or any one on his or their behalf to any Officer, Servant, representative or agent of the Singareni Collieries Company Limited, or any person on his or their behalf for obtaining or executing of this or any other contract with Singareni Collieries Co. Ltd., shall in addition to any criminal liability which the Supplier may incur, subject the Supplier in the cancellation of this and all other contracts with and also to payment of any loss of damage resulting from any such cancellation to the like extent as is provided in case cancellation under clauses thereof. Any question or dispute to the commission of any offence under present clause shall be settled by the Singareni Collieries Co. Ltd., in such manner and on such evidence of information as they think it sufficient & their decision, shall be

<u>NOTE</u>: In case any specific mention is made on the above clauses in special terms and conditions the same shall prevail over.

DGM (PURCHASE) The Singareni Collieries Company Ltd (A Govt. Company) Purchase Cell, 1st Floor SINGARENI BHAVAN HYDERABAD – 500004

SCCL Helpdesk Numbers: 040-23316964 EPBAX Numbers: 040- 23142 EXTN: 224 & 225

ANNEXURE

Format of Letter of Bid (LOB) LETTER HEAD OF BIDDER

То

The Deputy General Manager (Purchase) The Singareni Collieries Company Limited, Singareni Bhavan,

Redhills, Lakdikapool, Hyderabad.

<u>PIN - 500004.</u>

Sub: Comprehensive Annual Maintenance Contract Services for a period of Two years for 3 No.s DELL Power Edge R540 (with iDRAC9) Servers installed at SCCL Bhavan, Hyderabad.

Ref: HY122O0290, dt.14.01.2025.

Dear Sirs,

I/We offer to provide Service as per rate/price mentioned in NIT in accordance with the conditions of the NIT document.

This Bid and your subsequent Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

:

If any information furnished by **me/us** online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against **me/us** for which **I/we** shall have no claim against SCCL.

Yours faithfully,

(Signature of Bidder **OR** Authorised person of bidder)

1. Name of Authorised Signatory	:
2. Type of Authorisation	:
3. Name of the Bidder	:
4. Address	
5. e-Mail Address	:
6. Mobile/Telephone Number :	
7. FAX Number	:
8. Place	:
9. Date	:

Authorised signature Firm' Stamp