

MAHANAGAT TELEPHONE NIGAM LIMITED
o/o GM(BB) , 6thFlr KidwaiBhawan , Janpath, New Delhi-1

No: MTNLDL-25/11(12)/8/2021-INTERNET BB P AND D MTNL DL / 5

Dated :01/11/2021

To

Prospective Bidders

Subject : Notice Inviting Quotation (NIQ) for Support Renewal of 10 (Ten) Licenses of Red Hat Enterprise Linux (RHEL) Operating System for 1 year for deployment on Production Servers to be used for various critical applications.

1.0 Mahanagar Telephone Nigam Limited (MTNL) invites sealed quotations for Support Renewal of 10 (Ten) Licenses of Red Hat Enterprise Linux (RHEL) Operating System for 1 year for deployment on Production Servers to be used for various critical applications as per schedule of requirements (SOR) given below

Schedule of Requirement

SN	ITEM	Quantity
1	Red Hat Enterprise Linux Server, Premium (Physical or Virtual Nodes) SKU Code : RH00003	10 (Ten)

The Servers are of HP make (Model Number HP Proliant DL360 Servers Gen9 (2 * Hex Core)) and are physically installed in CGO Data Centre Delhi but MTNL reserves right to deploy these licenses at any of its locations either physically or virtually based on its requirement within the support period.

Details of Servers on which Operating System will be primarily deployed

Model : HP Proliant DL360 Servers Gen9

OEM: M/S Hewlett Packard Enterprise (HPE)

CPU: 2 * Hex Core 64 bit

Memory: 32 GB to 128GB

2.0 **Various Terms and Conditions** are as below

2.1 Bidder should be authorized partner/reseller/distributor of Red Hat. They will have to produce an authorized partner/reseller/distributor certificate issued by Red Hat along with the Quote.

2.2 The Support should be directly provided by Red Hat Global Support Services on web /phone/onsite SLA as mentioned in Annexure-1

2.3 Presently MTNL is seeking support for 1 year but it may extend support for further 3 years based on its requirement after issuing a renewal purchase order.

2.4 The Support should be valid for all versions of RHEL including latest beta version released by Red Hat till the last day of service period.

2.5 Payment will be made only after issue of username and password for lodging case on support portal of Red Hat. Support will also start from the day of issue of username and password.

2.6 Along with license, successful bidder will have to submit two original physical media of RHEL Operating System on CD/DVD/Blue Ray Disc of the version provided by MTNL after issue of Purchase order.

2.7 Any discount offered by OEM (M/S RedHat) should be transparently passed by the bidder to purchaser.

3.0 **PROCEDURE FOR SUBMISSION OF QUOTATION:** Quotations are to be submitted by the bidder in sealed envelope. Quotation should be on the official letterhead duly signed by the authorized signatory and sealed properly and have to be submitted in o/o Sr Manager (Internet) 4th Flr ,Kidwai Bhawan, Janpath, New Delhi-1. The sealed quotation of the above can be submitted **on or before 12:30 PM of 15-Nov-2021**. The late quotation will not be accepted at any case. Clause by Clause compliance of all the terms and conditions mentioned above along the authorized reseller/distributor/partner certificate are to be submitted along with quote by the bidder.

4.0 **OPENING OF QUOTATION:** The quotations will be opened by the designated committee of MTNL in the presence of bidder's representative in o/o Sr Manager (Internet) 4th Flr Kidwai Bhawan , Janpath New Delhi **on 15-Nov-21 at 1:00 PM**. The vendors name and quoted net cost to MTNL excluding GST credit as given in price schedule shall be announced at the time of opening of quotations.

5.0 **EVALUATIONS OF VENDOR'S QUOTE:** The evaluation and comparison of responsive bids shall be done on the basis of Net cost to MTNL , excluding GST Credit – eligible amount as given in price schedule.

6.0 **NOTIFICATION OF AWARD / ISSUE OF ADVANCE PURCHASE ORDER:** The issue of an Advance Purchase Order (APO) shall constitute the intention of MTNL to enter into contract with the vendor. **The vendor shall within 14 working days of issue of the advance purchase order.**

give his acceptance along with performance security for an amount equal to 5% of the value of APO. Failure of the successful vendor to submit performance security shall constitute sufficient ground for the annulment of the APO. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank in the format given in APO. The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including warranty obligations under the contract.

7.0 **AWARD CRITERIA:** MTNL will award the contract to only one successful bidder whose quote has been determined to be substantially responsive, technically and commercially acceptable and has been determined as the lowest evaluated price quote.

8.0 **PAYMENT TERMS :** Payment shall be made in Indian rupees. The payment terms shall be as given below:

8.1 The vendor would raise the invoice of gross value mentioning the HSN Code. However, the vendor would be liable to maintain a non-interest bearing security deposit equivalent to 5% value of the Goods supplied (excluding GST component) valid for 12 months. Accordingly, the purchaser would make the net payment of gross invoice value reduced by the security deposit along with 100% GST amount as per invoice and transfer the balance amount in the security deposit account of the vendor. Once the prescribed time has lapsed and the vendor has complied fully towards the performance of the contract, the security deposit would be refunded back to the vendor. However, in case of deficiency in performance of the contract including late delivery of goods, services, installation, integration etc., MTNL shall adjust the recoverable amount before releasing the security deposit.

8.2 100% payment (without retaining of 5% amount as security deposit) may be made provided that an additional Bank Guarantee for an amount equivalent to 5% of the value of supplies valid for a minimum period of twelve months is furnished by the supplier along with an undertaking that the equipment/stores supplied shall be free from damages/shortages. In those cases, where such shortages/damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee shall be accepted at Unit Head Quarter and shall be released only after the cases are settled in accordance with the provisions available in the Bid Document/Purchase Order.

8.3 For claiming this payment the following documents are to be submitted to the paying authority.

- (i) Invoice clearly indicating break up Price CIF-destination and GST.
- (ii) Proof of payment of GST, if applicable.
- (iii) Certificate from User Unit confirming delivery of service(Issue of username and password to lodge cases in OEM Support Portal)

- 8.4 (i) Necessary declaration, statutory forms (if any) shall be provided by MTNL to avail concessional rate of tax wherever applicable.
- (ii) No payment will be made for goods rejected at the site on testing. For goods rejected at the site on testing the credit note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered by issuing an invoice/debit note for the corresponding amount at the risk and cost to the supplier including applicable GST, if any.
- (iii) Payment of GST/Custom duty shall be released on production of necessary supporting documents i.e. GST/customs invoices etc.. If the supplier fails to furnish necessary supporting documents i.e. GST invoice/Customs invoices etc., the amount pertaining to such Duties/Taxes will not be paid. Tax amount will be payable to the supplier only after supplier declares the details of the invoices in its GSTR-1 and GSTR-3 and the same is reflected in GSTR-2A of MTNL on GSTN portal.
- (iv) Wherever domestic reverse charge is applicable on MTNL or in case vendor is un-registered under GST Act, vendor shall not charge tax on invoice. It shall be the liability of MTNL to pay tax under reverse charge mechanism.
- (v) No payment of GST shall be made to those vendors, who are either not registered for GST or who are registered under Composition Scheme of GST.
- (vi) If status of a vendor who was initially registered on GST under Composition Scheme at the time of submission of financial bid, subsequently his status changes to normal GST registered vendor any time before delivery of Goods (raising invoice against delivery of Goods), under such circumstance, his unit price will be discounted by the applicable Tax rate as applicable under the composition scheme. In such cases if the vendor furnishes necessary supporting documents regarding GST payment and which is also GST credit eligible amount to MTNL in such cases the GST payment will be reimbursed.
- (vii) Entire payment of invoice shall be paid by MTNL only after the credit of the GST portion in the invoice is selected in the GSTN portal i.e. the outward return in GSTR 1 is uploaded by the supplier by 10th of the subsequent month and duly reflected in MTNL account on GSTN portal.
- (viii) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be)

9.0 DELIVERY SCHEDULE : The supply / delivery & software shall commence within **14 days from the date of PO.**

10.0 PRICE SCHEDULE: Vendors are required to give prices of every individual items of the SOR mentioned in para 1.0 above. These prices will be firm during entire contract period. MTNL is free to place order for any extra requirement (if required) of these items at the quoted price during the contract period. Vendor is required to quote the price strictly in the price schedule given below:

A. Price schedule for Services (Table-1) :

Item	Basic Price (Rs.)	GST		Price including GST (Rs.)	GST Credit eligible amount (Rs.)	Net cost to MTNL excluding GST Credit Eligible Amount (Rs.)
		Rate (%)	Amount (Rs.)			
1	3	4	5	6	7	8

11.0 GST INVOICE:

Tax Invoice terms:

- i. All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- ii. Invoice/DN/CN/Supplementary invoice/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- iii. In case of any deficient supply, MTNL shall convey the same within a reasonable time to enable the supplier to issue credit note and take tax adjustment. In case supplier fails to raise credit note in time then MTNL shall be authorised to raise a debit note against such L.D. charges plus applicable GST. Such credit/debit note shall be issued before September 30th of following end of financial year in which such supply was made.
- iv. It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to MTNL on account of default by the supplier, the same would be recovered by MTNL from the supplier along with the applicable interest and penalty, if any.
- v. Registered location of the both the parties i.e. MTNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of MTNL for availing the credit.
- vi. MTNL could at any time instruct the supplier to raise its invoices at a particular location of MTNL
- vii. Supplier should raise invoices at the registered premise of MTNL for availing the credit and ensure that the place of supply as per GST law is same as registered premise. It shall be the responsibility of supplier to raise invoice within the prescribed timelines
- viii. In case the supply involves construction of civil structure and/ or supply of telecommunication towers along with supply of other goods/ services, separate invoices should be raised for construction of civil structure and/ or supply of telecommunication towers.

- ix. In case of supply of goods, place of supply shall be every such place where goods are delivered. Even in a scenario wherein goods are collected by MTNL from vendor's warehouse/factory gate, the place of delivery shall be the location(s) of MTNL as mentioned in the PO.
- x. "It shall be the responsibility of the supplier to mention State of place of supply of goods/ services in the invoice issued to MTNL"

11.1 GST COMPLIANCES :

- (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, then cost i.e. taxes, interest and/or penalty would be borne by supplier.
- (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. Supplier needs to ensure the following points:
 - i. Uploading appropriate invoice details on the GSTN within the stipulated time;
 - ii. Issuing GST compliant invoice / CN/ DN. PO issued by MTNL should be referred by supplier for capturing information on the invoice.
 - iii. Supplier needs to pay the entire self-assessed tax on timely basis.
 - iv. Where invoice not uploaded or incorrect upload of invoicing detail on GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by MTNL on GSTN on account of non-upload or incorrect upload of details on GSTN w.r.t. the mis-match are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit, interest paid and penalty levied ,if any would be recovered from the supplier.
 - v. In case of mismatch because of supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify MTNL for the losses of credit and interest paid due to mis-match.
 - vi. Supplier to issue all necessary documentation and perform all necessary compliances for MTNL to be eligible to claim the input tax credit of GST tax to them. In case MTNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.
 - vii. A self-declaration along with evidence that the bidder is not black listed by GST authorities. In case the supplier gets black-listed during the tenure of MTNL contract, then indemnity clause 27 shall be applicable to ensure that no loss of credit is borne by MTNL due to a default of supplier.

11.2 TAX INDEMNITY CLAUSE:

MTNL has the right to recover tax loss suffered by it due to any mis-declaration on invoice by the supplier along with any applicable interest and/or penalty, if any as applicable by GST law.

12.0 LIQUIDATED DAMAGES:

- 12.1 The date of delivery of the services stipulated should be deemed to be the essence of the contract and delivery/Installation & integration must be completed not later than the dates specified therein. Extension will not be given except in exceptional

circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery/installation & integration will not deprive the purchaser of his right to recover liquidated damage under clause below

- 12.1.1 Should the supplier fail to deliver services, the purchaser shall be entitled to recover 0.5% of the value of the purchase order for each week of delay or part thereof or a period upto 10(TEN) weeks and thereafter @0.7% of the value of the purchase order for each week of delay or part thereof or another 10(TEN) weeks of delay. In cases, where the delay affects installation/commissioning of part of the project and part of the equipment is already in commercial use, then in such cases, LD shall be levied on the affected part of the project.
- 12.1.2 The Liquidated damages as mentioned above shall be limited to a maximum of 12%.
- 12.1.3 (d) The Liquidated Damages shall be calculated on the Basic Unit Price CIF-destination inclusive of Freight, Forwarding Packing, insurance and any other incidental charges after discount, if any and excluding GST
- 12.2 Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier\
- 12.3 The Purchaser reserves the right to recover the Liquidated Damages from the Invoices raised by the supplier. To facilitate recovery of Liquidated Damages, the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, if any.

13.0 FORCE MAJEURE:

- 13.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the MTNL as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.
- 13.2 Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the

Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacturer in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials / bought out components and stores as the contractor may with concurrence of the purchaser elect to retain.

14.0 TERMINATION FOR DEFAULT

14.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

14.1.1 If the supplier fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 15.

14.1.2 If the supplier fails to perform any obligation(s) under the Contract; and

14.1.3 If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

14.1.4 In case of security breach.

14.2 In the event of Purchaser terminates the contract in whole or in part, pursuant to clause above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated. The purchaser may, without prejudice, on the happening of any of circumstances, to its other rights under law or the contract provided elsewhere, purchase the balance quantity of the goods at the risk and cost of the supplier and look to him for the payments thereof and can also claim a set off of any dues payable under the contract to the supplier against his any dues under the contract or any previous contract.

15.0 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the contract by giving written notice to the Supplier, without compensation to the Supplier, if the supplier becomes unwilling, bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

16.0 ARBITRATION, APPLICABLE LAW AND JURISDICTION

16.1 All the disputes, differences, controversies / differences of opinions, breaches and violation arising from the Agreement between parties shall be resolved by mutual discussions / reconciliations in good faith.

16.2 If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided

under this Agreement) shall be referred to the sole arbitration of any person appointed in terms of the provisions of Arbitration and Conciliation Act 1996 (As amended from time to time) by the Chairman and Managing Director, MTNL or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of any person appointed by such officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman and Managing Director, MTNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer). In the event of such an Arbitrator to whom the matter is referred, being vacating his office or neglecting his work or being unable to act for any reason whatsoever, the Chairman and Managing Director, MTNL or the said officer shall appoint another person to act as an Arbitrator and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

16.3 The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules made there under shall be deemed to apply to the arbitration proceedings under this clause.

16.4 The venue of the Arbitration proceedings shall be Delhi/Mumbai, as the case maybe

16.5 The commercial disputes between Central Public Sector Enterprises inter se and Central Public Sector Enterprise(s) and Central Government Departments shall be settled through PMA in the Department of Public Enterprises the guidelines for which have been circulated by DPE vide letter No. 4(1)/2011-DPE (PMA)-GL dated 12.06.2013.

16.6 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".

17.0 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the MTNL or any other person(s) contracting through the MTNL and set off the same against any claim of the Purchaser or MTNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or MTNL or such other person(s) contracting through the MTNL.

In case of Set off the claims by purchaser from dues of supplier against any other contract, the Purchaser reserves the right to recover the claims from the Invoices raised by the supplier for which the Credit Note shall be issued by the supplier, failing which the purchaser shall adjust the amount to be recovered from the pending payments by issuing an invoice/debit note for the corresponding amount, at the risk and cost to the supplier including applicable GST, if any.

Yours faithfully,

Aman

DGM(Internet)

उपपदावकाक (इन्टरनेट)/DGM (Internet,
कानडा नं ३० वी वी-००/06 GM BB-O
चारुथी तल, किवडाई भवन/4th Floor, KBN
नई दिल्ली/New Delhi-110001

Annexure 1

SLA Requirement for RED HAT ENTERPRISE LINUX Premium Support

Hours of coverage	Standard Business hours (24*7 for Severity 1 and 2)	
Support Channel	Web and phone	
Number of cases	Unlimited	
Responsibility times	Initial Response	Ongoing Response
Severity 1	1 hours	1 hour
Severity 2	1 hours	4 hours
Severity 3	4 business hours	8 business hours
Severity 4	8 business hours	2 business days

Severity-1 (Urgent): Catastrophic problem on a production system which may severely impact the customer's ability to conduct business.

- Systems and/or products are down or not functioning.
- Loss of production data and no procedural work-around exists.
- The problem results in an emergency condition that causes a serious security breach.

Severity-2 (High): The customer's system is functioning but in a severely reduced capacity.

- The situation is causing significant impact to portions of the customer's business operations and productivity.
- The system is exposed to potential loss or interruption of service.

Severity-3 (Medium): Medium-to-low impact problem which involves partial non-critical functionality loss.

- A problem that impairs some operations but allows the customer to continue to function.
- Minor issues with limited loss or no loss of functionality or impact to the core operations.
- Problems in which there is an easy circumvention or avoidance by the end user, such as a documentation error.

Severity-4 (Low): There is no impact on the quality, performance or functionality of the product.

- General usage questions.
- Recommendations and requests for future product enhancements or modifications.