

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

Name of the Bid: Bid for Supply of HSM (Hardware Security Module) Device

General Information

UTI Infrastructure Technology And Services Limited (UTIITSL) advertises regarding tenders/ invitation to bids/ invitation of Expression of Interest and other information on the website regularly. We request you to visit the website www.utiitsl.com daily for updates and download the details and respond to the tenders on a regular basis.

The Tender documents can be downloaded free of cost from the website www.utiitsl.com.

Any information to the bidders on these tenders/ invitation to bids/ invitation of expression of interest and any other information will be uploaded on this website only.

Similarly, any corrigendum's or extension of dates or change in specifications or any other information will be uploaded for the information of the public on this website only. No individual letters / emails are sent regarding this.

The tender document consists of 3 parts:

I) General Conditions

II) Special Conditions

III) Bid Form

Signature of the Bidder

PART – I

General Conditions

1. **Name of the Bid:** Bid for Supply of HSM (Hardware Security Module) Device
2. **Important Dates :**

Last Date of receipt of sealed tender bids: The last date of receipt of sealed tender bids is upto 3:00 pm on 09th March, 2015. After this time, no bids will be accepted.

Date of opening of the tender bids: The tenders will be opened on the same day (i.e. the last date of the receipt of the tenders) at 3:30 pm at the venue where the tenders are received. All the bidders are invited for the tender opening. In case, if due to a holiday or an emergency or due to some extra ordinary reasons, if the tenders remain unopened on this date, then, the tenders would be opened on the next working day at the same time and at the same venue.

- 2A. **Pre-bid Meetings / Queries:** There is no Pre-bid Meeting for this tender.

The queries should be address to the person to whom the tender has to be submitted as given below. However, all queries should be addressed to the email ids shahid.akhtar@utiitsl.com and rajinder.kumar@utiitsl.com. The last date of receiving queries would be 28th Feb 2015, afterward which no queries would be entertained. No telephonic discussion or personal meeting would be entertained.

3. **Name and Address for the submission of the bids:** The bids should be addressed to “**Assistant Vice President (IT)**, UTI Infrastructure Technology And 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.
4. **Superscription:** The main envelope containing the tender must be superscribed as “**Bid for Supply of HSM (Hardware Security Module) Device**”

The Bids should be made in two parts, the ‘**Technical Bid**’ and the ‘**Commercial Bid**’ kept in two separate sealed envelopes. Each of the bids should be marked clearly as “**Technical Bid for Supply of HSM (Hardware Security Module) Device**” and “**Commercial Bid for Supply of HSM (Hardware Security Module) Device**” and submitted in two separate sealed covers. Both the sealed Technical and Commercial bids should be enclosed in another outer cover and clearly marked as “**Bid for Supply of HSM (Hardware Security Module) Device**” as mentioned above.

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

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

5. **Earnest Money Deposit (EMD):** The tender should be accompanied by a Demand Draft / Pay Order as Earnest Money Deposit (non-interest bearing) of Rs.1,00,000/- (Rupees One Lakh Only)

The Earnest Money Deposit should be paid by way of Demand Draft/ Pay Order in favour of “UTI Infrastructure Technology And Services Ltd, Mumbai”.

For unsuccessful bidders, the same instrument may be returned without encashing. However, the EMD of successful bidder will be returned on the receipt of a Bank Guarantee as specified by UTIITSL either through the same instrument or through the cheque issued in their favour by UTIITSL.

This EMD should be in a separate cover **superscripted as “EMD”** and keep into the technical Bid.

The EMD in the form of DD / Pay Order is to be placed in a specified envelope, and if the EMD is enclosed in the envelope other than the specified envelope or enclosed along with Price Bid, the bid will be considered valid only if the requisite amount of EMD is found in the form of Demand Draft / Pay Order.

If the EMD is not enclosed then UTIITSL 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 or does not start the work or does not supply the goods or does not render the services, or fails to provide the requisite Bank Guarantee or fails to enter into an agreement, as the case may be, which in the opinion of UTIITSL may delay or adversely affect the contract.

6. **Tender Fee:** A non refundable tender fee of Rs.2,000/- (Rupees Two Thousand Only) should be paid by way of Demand Draft / Pay Order in favour of “UTI Infrastructure Technology And Services Ltd, Mumbai”.

This tender fee should be in a separate cover **superscripted as “Tender Fee”** and should be enclosed in Technical Bid.

7. **Bank Guarantee:** For successful bidder/s, a Bank guarantee of appropriate amount as decided by UTIITSL will have to be given by the bidder at the time and date specified by UTIITSL. The EMD would be returned thereafter.

8. **Validity of the bids:** Generally, the bids will be valid for a period of Ninety days (90 days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of rates by mutual consent. However, in

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case of rate contract, the rates will be valid for a period of minimum one year, extendable by mutual consent for one more 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 will be issued as and when the requirement arises. **This may be treated as a rate contract.**

9. **Authorized Signatory:** The bid can be forwarded by OEM / Dealers/ OEM Authorized Channel Partners / Solution providers. Representative will have to enclose the Letter of Authority/ the Power of Attorney along with this offer from the manufacturers or when demanded by UTIITSL, otherwise the offer is liable to be considered null and void at any stage as per the decision of UTIITSL.
10. **Conditions for tenders sent by post/courier:** The tenders may also be sent by post/courier 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 preferably sent by Speed Post or Registered Post if it is not possible to deposit the tender in the specified Tender Box.
 - B. Tender should be sent only to the address as given above in the name of the person / designation specified.
 - 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. The tenderer has to necessarily superscribe the envelope, failing which the tender may not be considered and may remain unopened, or be opened with some other tender or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of UTIITSL.
 - E. UTIITSL takes no responsibility for any tender not reaching in time.
 - F. UTIITSL takes no responsibility for tender not reaching at all.
 - G. UTIITSL 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 or any other mode, if it reaches the address given for submission, duly superscribed, then the role of UTIITSL is limited and restricted to put it in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.

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- 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. Tenders, which are not super scribed or which are not addressed properly, are liable to be not considered.

11. **Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes:** The bid should generally be **exclusive** of all the applicable taxes, Cess and any other outgoing payable to any authority. The rates should be exclusive of any taxes. The Service Tax, GST, if applicable now, or if made applicable in future, would be on account of UTIITSL. TDS as applicable will be deducted by UTIITSL.

It is clarified that the vendor should clearly indicate the base price and other taxes/all outgoing/cess as applicable thereon separately. These outgoing like taxes, cess, etc. should be specified with the percentage and amount as applicable at the time of submitting the tenders so that there is clarity on the base rates and the taxes, cess, etc.

UTIITSL reserves the right to call for the clarification on the break-up of the base rate, taxes, cess and other outgoing (and their percentages, etc.) with proof, if required, as and when needed to aid to evaluate the bids.

Similarly, wherever applicable, Octroi and local taxes (entry tax, road permit) should be mentioned at actuals.

Similarly, wherever applicable, Excise and local taxes (entry tax, road permit) should be mentioned at actuals.

12. **Central Excise:** Only in case of the applicability of the excise duty, the bidder/ vendor merely by filling the tender form confirms if required under the applicable government law, they would get registered with Central Excise. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability from Central Excise by virtue of this contract coming into force.

13. **Insurance:** The insurance for the work carried out upto the stage of handover or insurance for the goods to be supplied upto the stage of handover and the requisite insurance policy as required by law for the personnel involved in the services to be rendered would have to be necessarily be taken by the bidder. In addition to this, the bidder should take insurance for any liability towards Third Party. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability on the part of UTIITSL.

UTIITSL 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 as required. To clarify, the bidder is responsible for taking the insurance policy and is also responsible for the consequences of not taking it.

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14. The liability of the work carried out or the goods supplied would remain with the bidder / vendor till such time UTIITSL takes possession of the work / goods in writing. The bidder / vendor would be responsible for any loss before taking over by UTIITSL.
15. **Safety Norms:** The bidder hereby undertakes to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by filling in this tender, indemnifies UTIITSL of any consequences due to non-adherence of the safety norms as prescribed by the law. It is also clarified that any order, whether verbal or written, given by any official / representative of UTIITSL, would not be valid if it is in contravention of any safety norms prescribed by law and the bidder is advised to follow the prescribed safety norms.
16. **Agreement:** A suitable agreement would have to be entered into with UTIITSL, failing which the EMD/ the Bank Guarantee as given, may be forfeited or the work order would not be issued. If the terms and conditions of the agreement are not acceptable to the Vendor, then UTIITSL reserves the right to reject the tenders. In the absence of any specific agreement, any offer made in response to this tender, when accepted by UTIITSL, will constitute a contract between UTIITSL and vendor / bidder.
17. **Right of Rejection:** UTIITSL reserves the right to reject all / any bids / quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
18. UTIITSL reserves the right:
- i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work.
 - ii) To award the contract to one or more number of bidders / vendors, either on lowest price, equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as UTIITSL may deem fit.
 - iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as UTIITSL may deem fit.
 - v) UTIITSL does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
19. **Negotiation:** Generally, no negotiations would be carried out. However, if deemed fit, negotiation may be carried out only with the lowest bidder and if the order has to be split to more than one bidders then it could be done on L1 or negotiated rates with L1, whichever is lower.
20. **Testing:** UTIITSL reserves the right to get the material tested at the cost of the vendor/bidder.

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21. **Samples:** Wherever required, the bidders are advised to acquaint themselves with the samples and specifications before bidding to have more clarity. For this, they may contact the designated officer to whom the tender has to be submitted as per the address given herein above.
22. **Eligibility:** The bidder should adhere to the eligibility criteria. In any case, they should have prior experience in the same area as put to bid, for supply/service to other organizations of repute. UTIITSL reserves the right to check their credentials with the organizations they have been associated with and if found incorrect, the tender is liable to be rejected.
23. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The bidder/agency/contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.

It may or may not involve manpower. In case manpower is required, then 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 in force including manpower. 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.

Consequences of insufficient permissions / licenses or compliances on the part of the vendor would be to the vendor's account and the vendor merely by filling in the tender indemnifies UTIITSL of any or all such consequences.

24. **Blacklisting/Debarring:** The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.
25. **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

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tenders and allied works then UTIITSL 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.

26. **Indemnity:** Further, by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of noncompliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.
27. **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.
28. **Extension of contract:** As stipulated by UTIITSL, after the period of expiry, the agreement can be extended on mutual consent for a further period of one year or upto the period till new contract comes in force. However this option can be exercised only by UTIITSL.
29. **Readiness:** The Agency should have ready-to-deliver goods and services. The Agency should ensure that the manpower / machine/materials are procured well in time to ensure quality of work and adherence to the time period and the work / supply / service is not interrupted / delayed irrespective of volume assigned.
30. **Delay:** The supply and installation period stipulated is **Four Weeks** from the date of work order. If the agency does not start the work or if it is felt at UTIITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTIITSL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work / service / supply at the risk and cost of the contractor / bidder.
31. **Right to reject the work/ service which is not as per the specifications or the terms:** UTIITSL 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 of the tender / work order. No Charges will be paid for the defective work. UTIITSL reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.
32. **Penalty:** UTIITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in supply/ delay in service. The penalty amount would be **one percent** of the amount put to tender per week subject to a ceiling of 10%. This penalty would be more clearly specified in the agreement to be entered into.

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33. **Termination of Contract:** In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then UTIITSL 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 UTIITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.

As also UTIITSL reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for UTIITSL to go in for a fresh contract.

The contract could be terminated with one day notice.

34. **Volume/Quantity of work:** Volume/Quantity is only indicative and the same may vary as per the requirement of UTIITSL. The volume indicated is for the period specified in the work order / tenders. The work order would be more specific and binding.
35. **Confidentiality:** The Agency shall maintain strict confidentiality of all the documents, information, data coming in possession of the Agency 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 Agency.

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

Only if applicable to this tender, the Agency will delete the data on daily basis, once the same is not legally required further. In short, no data / document of UTIITSL should be with the agency once the work is over on a daily basis.

36. **Usage of data / documents / information : Only if applicable** to this tender, the Agency shall ensure that the documents , data, information etc if imparted by UTIITSL or if come to the knowledge of the bidder, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by UTIITSL in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect UTIITSL'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 UTIITSL 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

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between the vendor / bidder/agency is terminated with UTIITSL.

37. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency / bidder and/or individual assigned by the Agency for the performance of the services, the Agency shall be liable to pay damages as may be quantified by UTIITSL. Apart from the above, UTIITSL shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.
38. **Essence of contract:** The Vendor shall carry out the work / provide the services/ complete the supply as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services or supply of goods as per specified quality in specified quantity in specified time is the essence of the contract.** Not adhering to above shall entail UTIITSL to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against UTIITSL by the Vendor. Further the UTIITSL shall have the right to get the unfinished services done/supply made, if any by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the Vendor in default. The Vendor shall also indemnify UTIITSL against any loss, damage, expenses, costs etc, incurred by UTIITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.
39. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
40. **Submission of bills: Only if applicable:** The Vendor shall submit the bills correct/accurate in all respects with required challans / receipts and with all relevant documents as specified by UTIITSL from time to time, by 10th of every month (or any other date specified) for the work carried out / services rendered / material supplied in the previous month and the same shall be settled by UTIITSL by the end of the month or earlier. Applicable TDS, etc. will be deducted at source as per rules. The bidder may choose to send the bills early if they decide to do so and UTIITSL will take required steps to settle the bill if it is complete in all respect and the goods/ services covered by it are rendered to the satisfaction of UTIITSL.

The bidders/agencies / contractors/vendors are advised to submit the bills complete in all respects for immediate clearance.

41. **Inspection:** Wherever required, UTIITSL reserves the right to depute its Officers, Auditors, other officials as it may decide 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 UTIITSL to help UTIITSL ensure presence of appropriate and adequate controls on various processes.

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Inspection will be done, if so decided by UTIITSL on periodic basis also.

42. **Nomenclature:** In the said tender, the bidder or the agency or the vendors or the contractor or the supplier and the service provider have the same meanings with reference to the context. As also, reference to any gender covers both the genders and reference to singular also covers plural also.
43. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate/amount quoted resulting in altering L1 or L2 or L3 or any other position. Decision of UTIITSL will be binding in this case. The bidder/Vendor/ Agency merely by filling in this tender agree to this delegation of power to UTIITSL to decide in this matter.
44. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
45. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.
46. UTIITSL reserves the right to call for further information / documents/ break-up of rates, taxes, etc. to decide on the tenders.

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PART II – SPECIAL CONDITIONS

A. Scope of Work:

The selected vendor will have to supply, install, configure and test both the Network based HSM Devices with other associated Accessories / Software / Drivers / Licenses at our two locations i.e. Navi Mumbai and Hyderabad or any other locations as decided by UTIITSL.

The selected vendor has to provide onsite support for both hardware and software related problem during the warranty/support period at the specified locations i.e. Navi Mumbai and Hyderabad or any other locations as decided by UTIITSL or where the Network based HSM Device is installed.

The Device proposed by the bidder should be fully compatible for integration with the existing web-based application interface developed by UTIITSL for the purpose of transmitting encrypted data over secured network to the destined server. The selected bidder shall provide full onsite support for application integration and development activity.

All the necessary accessories / software / licenses should be provided Genuine along with the Network based HSM Device.

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

a) Eligibility Criteria:

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

- The Bidder should be authorized to bid the said tender from the respective OEM to sale and support the specified model of HSM Devices. (A letter to be submitted To UTIITSL from the OEM stating that the Bidder is authorized to Participate in the said tender).
- Certificate of Incorporation / Shop establishment Certificate and Service / Sales Tax Certificate should be attached.
- The turnover of the Company should be of minimum 5 Crore in each of the last 3 financial years – CA/ CS Certificate should be attached.
- Vendor should have prior experience of carrying out such work/services to minimum 3 (three) other organizations, submit the proof of satisfactory completion of the said work.
- The bidder should submit self declaration letter stated that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body.

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- b) Vendor should provide only one Make and Model of the proposed requirement in the proposal. Please note that we have specified the technical specification for the equipment desired and it is expected that a model with required functionalities as outlined should be offered by the bidder. Multiple options for the requirement will not be entertained and it is expected of the **bidder to give us the appropriate (Make / Model) equipment at the most reasonable rate.**
- c) Purchase order will be issued as and when the requirement arises. In case there is any further reduction in price of the Hardware/Software, the benefit should be passed on to UTIITSL.
- d) The bidder shall provide a complete **5 (Five) Years onsite comprehensive warranty** on the said HSM Devices from the date of installation. This period shall cover all parts, labour and consumable item if any.
- e) **Cost Price for Comparison : No cost either on parts or for labour or for visit charges or for anything will be paid extra for a period of 5 (Five) years from the date of installation i.e. everything has to be inbuilt with the cost of the equipment and this is the cost which would be compared for ascertaining L1.**

Example:

For HSM Device:

Suppose the cost of the HSM Device is Rs. A

Suppose the cost of all the applicable taxes for HSM Device is Rs. B

Suppose the labour, installation and other services for HSM Device is Rs. C

Suppose the comprehensive cost for AMC / support on the said Device for the period of five years **inclusive of all the material (inclusive of consumables, if any) and labour** and any other support is Rs. D

Total Cost of HSM Device = A+C+D

We would consider the Total Cost = A+C+D that will be compared to evaluate the lowest bidder.

B will be considered to be reimbursed at actual on the basis of proof rendered.

- f) **Payment Terms:** the payment would be made on receipt of invoice and Installation reports duly signed by UTIITSL. The invoice shall be raised with proper tax break-up detail which will be duly verified by UTIITSL officer.

At the time of successful Installation and commissioning: **90 % of Total Cost** as explained above, Payment will be released only after the delivery and successful installation of the said Devices at Two

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locations i.e. Navi Mumbai and Hyderabad or any other locations as decided by UTIITSL.

The balance 10% payment would be made after the expiry of warranty period.

OR

Against submission of Bank Guarantee from Scheduled Commercial Bank, for an equivalent amount valid for the period till the warranty expiration.

The payment will not be released for any part-shipment or short-shipment.

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

- g) The vendor/ bidder shall be responsible for delivery and installation and maintenance of the equipment which is ordered at for making fully operational at no additional charges as per scope of work
- h) There are no consumables extra.
- i) UTIITSL reserve the right to increase or decrease the quantity and locations depending on requirement. Vendor should agree to execute the order with the same agreed terms and conditions.
- j) Purchase order will be issued as and when the requirement arises. In case there is any further reduction in price of the said equipment, the benefit should be passed on to UTIITSL.
- k) The order may be executed in phased manner or may be split into multiple vendors. The vendor has to supply and install the said Equipments as and when required by UTIITSL at the agreed price
- l) The vendor shall warrant that all equipments supplied under the contract are new, unused and of the most recent or current model and shall incorporate all latest improvements in design and materials. Undertaking Certificate will be attached for reference. The vendor shall further warrant that the equipments 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.
- m) **Support Terms:**
The vendor should clearly adhere to the following support terms for **HSM Device** and Associated Software:
 - 1. Direct onsite comprehensive support on the HSM Device & Associated Software should be available by the vendor 24X7X6 CTR with maximum permissible downtime as specified in Clause 2 below.

2. In case of a downtime beyond 6 hours, the vendor would have to arrange for standby device / replacement of parts to ensure that the work is not held up for more than 10 hours.
3. In case call is not attended / completed as in all above 1 and 2 clauses then the penalty of ₹1,000/- (Rupees One Thousand Only) on delay of every (1 hour) would be deducted till the call is completed. The penalty amount would be charged by raising invoice or else would be deducted from the amount deposited in the form of Bank Guarantee.

n) **Order Cancellations:**

The Company reserves its right to cancel the order in the event of one or more of the following conditions:

- Delay in delivery and Installation beyond Four (4) weeks.
- Serious discrepancy in products noticed during the post-delivery inspection.
- In addition to the cancellation of purchase order, Company reserves the right to claim the damages from the vendor.

o) In the event of likely termination of production of spare parts / consumables, the bidder should stock up such parts / consumables.

p) UTIITSL shall inform the change in delivery schedule via mail and additional time would be given for installation as per the mail.

B. Delivery and Installation: The supply, installation and required configuration period stipulated is **Four Weeks** from the date of work order. In case of equipments to be delivered, it is clarified that the delivery will be at the doorstep of UTIITSL offices at Navi Mumbai and Hyderabad or any other location as decided by UTIITSL.

The bidders quote would be inclusive of the loading, transportation, insurance and unloading of such equipments.

For maintenance services to be rendered, the services will be at any of the place where HSM devices would be installed and maintenance service would have to be rendered directly from OEM or selected bidder own arrangement.

C. Right to place the orders in parts: As indicated above, UTIITSL reserves the right to place the orders in parts with more than one vendor at L1 rates without assigning any reason whatsoever to anyone for the distribution of the work. The decision of UTIITSL will be final in the distribution.

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

E. Technical Compliance sheet (Specification and Quantity) are given in the Annexure - 1.

To be printed on Bidder's Letter Head

Annexure -1

HSM (Hardware Security Module) Device Compliance Sheet:

Items	Technical Specification	Compliance (Y / N)	Qty	Brand
Supported operating systems	OS Support- Windows Server 2003, 2008,2012, Sun Solaris, HP-UX, IBM AIX, Linux /Solaris for x86,		02	Indian /MNC
Virtual system Support	VMware, Hyper-V			
Host Connectivity	TCP/IP Network based appliance			
Speed	Signing speed : Signing speed RSA 2048 bit – at least 100 TPS , RSA 4096 bit – at least 50 TPS			
Safety, Security and environmental compliance	Comply to standards like FIPS 140-2 Level-3, EAL4+ROHS,FCC ,UL			
Hash/HMAC Algorithm	MD5, SHA-1, SHA-2, SHA-256.			
Key Length Supported	1024bit to 4096bit			
Symmetric Algorithm	AES, DES , Triple DES, MD5, SHA 1, SH 2, SHA-256			
Application Interfaces (APIs)	Compatibility: PKCS#11, CAPI, OpenSSL, JCE/JCA			
Client Authentication	Support for hardware authentication of a client application server to a network attached HSM			
Load Balancing	Clustering, load-balancing			
Support for multiple HSM	No additional / specific software's, required to support multiple HSM appliances			
Multiple HSM	The ability to combine multiple HSMs to create a highly resilient network for load balancing and failover.			
Support for various cryptographic algorithms:	Asymmetric Key with Diffie-Hellman			
	(1024-4096 bit), RSA (512-4096 bit) and (PKCS#1 v1.5, OAEP PKCS#1			
	v2.0), Digital Signing via RSA (1024-4096-bit), DSA (512-1024-bit),			
Others	Public Key Algorithm RSA encrypt/decrypt, RSA sign/verify, ECC (Electric Curve cryptography)			
	Key Exchange Mechanism:			

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	DES / TripleDES, AES Algorithm			
	Archival and duplication mechanism to be specified.			
	Private key generation and import			
	EC Brainpool Curves			
	Algorithm Support and ARIA support			
	Published API for various above functionalities for integrating with the Application software			
	Remote Support for Authentication			
	Contents can be securely stored on Backup to simplify backup, cloning, and disaster recovery			
	Onboard key generation, Digital Signing & Verification process to be done inside the HSM only for better performance and security			
	Complete hardware based storage of key material for entire Life cycle			
	Additional / specific software's if any, required to support multiple HSM appliances to be provided			
	Should have support of Secure Transport Mode – protects against tampering while the HSM is in transit			
Support	Provide new version upgrades, updates, patches, etc. for all the components / sub-components through the period of contract			
	Local 24 x 7 support via Telephone/email			
Warranty	5 (Five) years Onsite Comprehensive warranty support			

**** The HSM Device quoted should be compatible with all the Class-II & Class-III DSC (Digital Signature Certificate) issued from all the Indian CAs (Certified Authorities).**

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PART III

COMMERCIAL BID FORM

(Bidders are requested to submit this form in a separate sealed envelope typed on Bidder's Letter Head)

Date:

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

Sir,

Sub: Bid for Supply of Network based HSM (Hardware Security Module) Device

This is with reference to your tender due on **09th March, 2015**. We are interested in getting our Company / firm empanelled in your organization for **Supply of HSM (Hardware Security Module) Device**.

We have read and understood the details as given in the tender information (Part I and Part II) regarding the Scope of Work and Terms and Conditions for the selection of vendors for this tender and bidding for the contract. The tender conditions are acceptable to us. We have been given all the required information from UTITSL. We certify that we are eligible and qualified as per the said Terms. The duly signed copies of the terms are attached herewith. We understand that L1 will be decided by UTITSL as per the terms indicated.

In case of any ambiguity between arithmetic calculations, the basic rates will be considered correct and the amount will be derived on the basis of the basic rates quoted and the quantity originally mentioned in the Tender.

The supply of equipments will be done as per the Make / Model and specification mentioned in the tender form.

In case of difference in price quoted, the price in words will be taken as final.

An EMD of Rs.1,00,000/- (Rupees One Lakh only) is enclosed.

Also tender fee of Rs.2,000/- (Rupees Two Thousand only) is enclosed.

Signature of the Bidder

PRICE QUOTE

Table - 1 for HSM (Hardware Security Module) Device:

Specify Brand for Network based HSM Device: _____

Specify Model for Network based HSM Device: _____

Table - 1 HSM (Hardware Security Module) Device:

Price - Refer Part – II Tender Document, Clause No. A (e)	Qty	Unit Price INR.	Total Price INR.
Network based HSM (Hardware Security Module) Device	02		
Total Amount exclusive of all taxes with 5 (Five) Years Warranty Support (A)			
Total Amount in Word:			

For payment terms, refer Part –II Tender document clause no. A(f)

The details of the taxes:

Name of the tax / outgoing	Per Unit in INR	Amount in INR

For payment terms, refer Part –II Tender document clause no. A(f)

Note: The bidder has to quote for both the Tables mandatory.

Price quoted for Supply of HSM Devices are exclusive of all the taxes (Taxes, Cess, Duty, VAT, Excise, Sale Tax, WCT Service Tax, Delivery charges and other taxes).

Thanking you,

Yours faithfully,

Signature of Authorized Person

PAN Number of the agency

Signature of the Bidder

Indicative UTIITSL Locations, where HSM Devices suppose to be installed:

S/N	Locations	Branch Address	Qty
1	Navi Mumbai	UTI Infrastructure Technology And Services Ltd Plot No 3, Sector 11, CBD Belapur, Navi Mumbai - 400 614	01
2	Hyderabad	UTI Infrastructure Technology and Services Ltd Surabhi Arcade, 1st Floor 5-1-664, 665, 669, Bank Street Hyderabad - 500 001	01
Total			02

Signature of the Bidder

Successful Bidder to print on their Letter Head
To be submitted at the time of work order

Annexure – 3

The Assistant Vice President (IT)
UTI Infrastructure Technology And Services Ltd
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai.
Dated: - _____

Sub: Undertaking of Authenticity for HSM Device along with associated Software / licenses

Ref: 1. Your Purchase order no.: _____ Dated: - _____ 2.
Our Invoice no.: _____ Dated:- _____

With reference to the Supply of HSM Devices along with associated Software licenses, being supplied / quoted to you vide our Invoice no. _____ cited above,

We hereby undertake that the above Hardware /Software /Licenses shall be original new only from the OEMs of the products and that no refurbished/duplicate/second hand Hardware /software/License are being used or shall be used.

We also undertake that in respect of the Hardware /software /License if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e g Product Keys on Certification of Authenticity in case of Software and also that it shall be sourced from the Authorized source (e g Authorized Original Equipment Manufacturer).

Should you require, we hereby undertake to produce the Certificate from our OEM supplier in support of above undertaking at the time of delivery and installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the hardware /software /License already built, we agree to take back the Hardware/software /License without demur, if already supplied and return the money if any paid to us by you in this regards.

We (OEM) also take full responsibility of Hardware/ software and Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller SL etc.

Authorized Signatory

Name: _____

Designation: _____

Place: _____

Date: - _____

Signature of the Bidder

Check list for submission of Bids

Forms for Submitting Bids	Explanatory Note
<p style="text-align: center;"><u>Techno-Commercial Bid</u></p> <ol style="list-style-type: none">1. OEM Authorization letter2. Certificate of Incorporation / Shop Establishment Certificate3. Service Tax or Sales Tax Registration Certificate4. Client Satisfactory Certificate (minimum 3 client)5. Self Declaration letter regarding non black listed vendor.6. Minimum 5 Crore Turnover in each of the last 3 financial years – CA/ CS Certificate.7. Signing Authority Letter8. Letter of Acceptance of all terms and conditions9. Bid Form (Tender Document)10. Compliance Sheet for Annexure -111. Commercial Form (Price Offered)	Techno Commercial Bid for the Equipment should be submitted in the relevant forms.

Signature of the Bidder

Check list for submission of Bids

Forms for Submitting Bid	Yes / No
1. Superscription on the envelope	
2. Signature on all the pages conveying the acceptance of all terms and conditions	
3. Check if all the required documents have been enclosed.	
4. Bid Form (Tender Document)	
5. In case the bidder is a non-individual, then the letter authorizing the signatory to sign the tender documents must be enclosed. This letter would be on the Bidders Letter Head	

Signature of the Bidder
