

Terms and Conditions of the Bids to be invited on GeM (Government eMarketplace)

Information to Bidder for the “ Storage Server and Switches for Setting up HCI ”

Ref: GeM Bid No GEM/2019/B/212347 dated 02-04-2019

1. The item/ items in this bid should be quoted as per the Scope of work and vendor should give compliance of SOW. The details of the specification along with consignee/ site details are also available on website www.railtelindia.com
2. In the specifications wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring, any other hardware/software/ licenses. Thus, all hardware/software/ licenses required for enabling the support/ feature shall be included in the offer.
3. OEM or Authorized distributor/ Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/ distributor.

In case of the authorized distributor / partner certificate from the OEM to this effect should be submitted. If OEM is quoting then OEM should submit the certificate.

4. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. The bidder should provide detailed price breakup (taxes etc.) of the cost of the equipment along with the bid.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. Delivery period 30 days from the date of PO.
8. Inspection: Pre-shipment/ pre-dispatch inspection shall be carried out at manufacturer's supplier's works by RailTel's authorized representative.
9. The details of the consignee are filled in the GeM bid. *The location where material is to be installed is available on RailTel website.*

10. Tender Cost & Earnest Money Deposit (EMD)/ Bid Security:

10.1 Tender Cost: Estimated cost of the Tender is Rs 3,15,80,400/-

10.2 Earnest Money Deposit (EMD)/ Bid Security: Rs 6,31,608 /- in the form of Pay Order/Demand Draft drawn in favor of RailTel Corporation of India Ltd, payable at Secunderabad. The Bid received without EMD will be summarily rejected.

11. This bid complies with “Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012” issued by MoSME.”

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

12. **Security Deposit/Performance Bank Guarantee:**

The successful tenderer shall submit security deposit in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- I. Security Deposit/ Performance Bank Guarantee @ 10% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 month beyond warranty period as per format (Annex-V).
- II. The security deposit/PBG shall be submitted to **RailTel Corporation of India Limited, B – Block IInd Floor, Rail Nilayam, Secunderabad, Telangana 500071.**
- III. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

The security deposit/ Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of “RailTel Corporation of India Ltd”. payable at **Secunderabad** only.

13. **Eligibility Criteria for OEM:**

- a. The equipment offered by the OEM or equipment of the same series/ family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificate from the department will have to be submitted offline/Online .This Information can be also furnished by the bidder on behalf of OEM .
- b. Deleted
- c. The OEM should have proven facilities for Training, Repair and Service Center Support in India at least past three years. In case OEM is located outside India, it should have

training repair and service center facilities in India also. The certificates/ Undertaking for the same will have to be submitted offline/online .

d. Deleted.

14. Eligibility Criteria for Bidder:

- a. The tenderer should have executed order of supply/ provision of ICT equipment's like **(Server/Router/Switches/ firewall/ storage etc.)** during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following:

(A) Single Order of at least 35% of tendered value.

OR

(B) Two Orders of at least 20% each of tendered value.

OR

(C) Three Orders of at least 15% each of tendered value.

Satisfactory Performance certificate issued by customer/s for the Purchase Order/ Work Orders should be enclosed.

- b. The bidder should have minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year plus three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for current year , the Statutory Auditor's certificate for turnover of current year up to the date of bid opening for which Balance Sheet may not be available. In case of photocopy of Balance Sheet the same should be certified by Chartered Accountant as true copy.

- c. Bidder should have authorization specific to this tender from respective OEM as per Annex-III.

15. Purchaser's Right to Vary Quantities:

The Purchaser reserves the right to increase or decrease the ordered quantity up to 25 . percent at the time of placement of contract. The purchaser also reserves the right to increase the contracted quantity up to 25 . % during the currency of the contract at the contracted rates. Bidder is bound to accept the order accordingly.

16. SPLITTING OF QUANTITY –

16.1 Deleted.

16.2 In case bidder claims PMA, Government of India Guidelines/ Instruction regarding splitting of order to Local supplier shall be applicable. Govt. Guidelines in regard to MSME shall be followed.

17. **WARRANTY:**

17.1 The material are to be warranted for **Three** years from the date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

17.2 **SLA:**

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & up to max of 100% of Unit Price of the product.

Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

18. **Delivery Period**

The supplier will have to supply the material within **30 days** of issue of confirmed LOA/PO including installation thereof. If material is not supplied within the approved delivery period then penalty of 0.5% of the undelivered/ uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

19. **Long Term Maintenance Support: Deleted**

20. **Payment Conditions:-**

i. Deleted

ii. **80% payment against Full Supply of Hardware, Software, Software License, Warranty Support Document etc. 20% payment after successful Installation & Commissioning, Functional Acceptance, Sign Off and Submission of PBG for an amount equivalent to 10% of the PO Value. The following documents are to be submitted for payment:**

- a. Original Invoice
- b. Delivery Challan
- c. Original Consignee receipt with GRN No.
- d. Deleted
- e. Insurance Certificate, (if applicable)
- f. Warranty Certificate of OEM.
- g. Copy of BG.
- h. Certificate of receipt of Goods & Installation thereof from RailTel.

21. Offline Submissions:

I. The bidder is required to submit the following documents offline **RailTel Corporation of India Limited, B – Block IInd Floor, Rail Nilayam, Secunderabad, Telangana 500071.** before **14:30 Hrs of 22-04-2019** in a Sealed Envelope. The envelope shall bear 'DO NOT OPEN BEFORE' (due date & time). The offline documents shall be opened at **15:00 hr of 22-04-2019.**

- i. EMD
- ii. MAF/ OEM Authorization Letter
- iii. BOQ of offered equipment.
- iv. Data Sheet of offered equipment.
- v. Financial and Technical Eligibility Criteria documents.
- vi. Technical Compliance of Specification/ Scope of Work as per Annex-I.
- vii. Certificate from the department against the Eligibility criteria for OEM para 13.
- viii. Deleted

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the **“Information to the Bidders”** document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No.GEM/2019/B/212347

In case, If any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevail.

Scope of Work

- 1) Server should be a vSAN certified ready node
- 2) Security: Server should have Hardware (Silicon) root of trust, Cryptographically signed firmware updates, system drift detection and secure erase security features inbuilt
- 3) Boot Device: Minimum 2 x 240GB Flash storage in RAID 1 per server
- 4) SAP Certification: Server should be SAP HANA certified.
- 5) Inbuilt Server Management
 - 5.1) Software should be from the same H/W OEM and should integrate with 3rd party vCenter and System Center, Nagios, CA management console etc.
 - 5.2) Server Monitoring: Should be able to monitor all system health and systems components (CPU, RAM, HD, FANS, Power Supplies, BIOS, HBA's, NICs, CNA's) through dash board.
 - 5.3) Power & Temperature monitoring: Should support Real-time power meter, graphing, thresholds, alerts & capping with historical power counters, Temperature monitoring & graphing through dashboard
 - 5.4) HTML5 support for virtual console & virtual media without using Java or ActiveX plugins
 - 5.5 The servers should have dedicated secure Remote management port.
 - 5.6 Server management console should work seamlessly with existing OpenManage server console
- 6) Server Ports – Each server should be provided with 2 x 10G Base-T, 2 x 1G Base-T and 2 x Dual port 10G SFP+ ports with SR fiber optics transceivers populated. Required FC cables to be supplied
- 7) Mounting of server in existing rack in Data center along with Power supply and Network cabling, installation and configuration of systems, physical connectivity to the switches via FC cables in RailTel Data center along with supporting cable for HCI configuration .
- 8) Conducting Power On Self-Test (POST) of all compute Network and storage .
- 9) Basic server installation and management training to be provided by the OEM or Authorized distributor/Partner of OEM.
- 10) Material should be delivered at RailTel Corporation of India Ltd, B- Block II floor Rail Nilayam Secunderabad , Telangana 500071 and RailTel Corporation of India Ltd., Plot 143, Institutional area Sector 44, Gurugram 122003**
- 11) Documentation related to installation and commissioning of physical server and switches.
- 12) The bidder should provide 24X7 Next Business Day Onsite OEM support for the product for 3 years from date of signoff.
- 13) Toll free number and email to be provided for technical support.
- 14) OEM warrant certificate to be provided.
- 15) Material required for Installation and commissioning of Servers and switches in Data center to be supplied by Bidder (Patch cords , patch cable connectors etc.)
- 16) Each switch should be supplied with 24 no's of 10G SFP+ SR fiber optic transceivers and 2 no's of 100G Transceivers.

Annexure II

PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT
(To be signed by the O.E.M.)

Deleted.

Annexure-III

**The General Manager,
RailTel Corporation of India Limited.
B – Block IInd Floor, Rail Nilayam,
Secunderabad, Telangana 500071.**

Dated:

Subject: Manufacturer Authorisation form (MAF) to M/s for

Ref: GeM Bid No.....dated.....

Dear Sir,

We, M/sestablished and reputed manufacturer and service provider of (Product details), having our registered office at

We hereby authorize M/s (bidder name), Office award of the bid to execute the supply and installation & Commissioning of our range of products against your above said bid.

We further extend our warranty for years for our range of products offered by M/s against the above said bid.

Thanking You,
Best Regards,

Authorised Signatory

Annexure-IV**Consignee Details**

The consignee/ site details will be available on RailTel website www.railtelindia.com

Consignee details for Storage Servers							
Name	Address	State	City	Pin	Quantity	Delivery Days	Mobile No
Rajesh Pokariyal	RAILTEL CORPORATION OF INDIA LTD., Plot 143, Institutional area Sector 44, gurugram 122003	Haryana	Gurugram	122003	10	30	9717644483
Peeru Chinnabbai	RAILTEL CORPORATION OF INDIA LTD., 2nd Floor, B-Block, RailNilayam, Secunderabad-500071, Telangana.	ANDHRA PRADESH	Hyderabad	500071	8	30	9704660641
Consignee details for Switches							
Name	Address	State	City	Pin	Quantity	Delivery Days	Mobile No
Rajesh Pokariyal	RAILTEL CORPORATION OF INDIA LTD., Plot 143, Institutional area Sector 44, gurugram 122003	Haryana	Gurugram	122003	2	30	9717644483

Performa for Performance Bank Guarantee

PERFORMANCE BANK GURANTEEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the **RailTel Corporation of India Limited, B – Block IInd Floor, Rail Nilayam, Secunderabad, Telangana 500071.**

(Herein after called RailTel) having agreed to exempt
..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.
..... dated made between
..... and
..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs.
..... (Rs. only). We,(indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs.
..... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
2. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the
(1) We shall be discharged from all liability under this Guarantee thereafter.

We,.....We,
(Indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).

(Indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2019

for
(Indicate the name of the Bank)

Witness

1. Signature
 Name
2. Signature
 Name
