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Information to Bidder for the "Procurement of Vmware vSphere 6 through GeM"

Ref: GeM bid No. GEM/2018/B/50277 at 19.07.18

1. Vmware vSphere 6 should be quoted as per Technical specifications given in Annexure-I.
2. In the specification 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.
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's offered duly verified and certified by the respective OEM. The detailed BOM shall indicate quantities and price break up of various modules/sub modules/cards/Licenses required for each equipment's.
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. Consignee: Sh. Rajesh Pokhriyal, Manager/DC, RailTel Corporation of India Ltd., Plot No. 143, Sector-44, Gurgaon.
10. **Earnest Money Deposit (EMD)/ Bid Security: Rs 94,000/- (Rs. Ninety Four Thousand only)** in the form of Pay Order/Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi.
11. **For NSIC registered Firm:**
 - A) For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available: -

They are exempted from depositing Earnest money.
These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.
 - B) No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
 - C) Any Other guideline issued by Govt. for MSME time to time will be applicable.
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:

RP
19.07.18
SM/OP

- 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 4 months beyond warranty period as per format (Annex-III).
- ii. The security deposit/PBG shall be submitted to Corporate Office Gurgaon.

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 New Delhi only.

13. Eligibility Criteria for OEM:

- a. Each OEM can authorize up to a maximum of three (3) authorized partners to bid the tender.
- b. 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 certificates from the actual users will have to be submitted offline.
- c. The OEM should have supplied at least 35% of the tendered quantity of the equipment offered or equipment of the same series/family to Government/PSUs/Telecom Service Providers. OEM can submit self-certificate with proper contact detail of clients (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued from authorized signatory.
- d. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Switches and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. The certificates/Undertaking for the same will have to be submitted offline.

14. Eligibility Criteria for Bidder:

- a. The tenderer should have executed single order of supply/ provision of Server/Router /Switches/Wi-Fi/AP System equipment's costing not less than 35% of tendered value during last proceeding 3 financial years (i.e. current year and three previous financial years) as on opening of bid. Supply of this value against a single rate contract, during above period, will also qualify for this purpose. The bidder shall also furnish Supply/ work completion certificate issued by customer/s for the Purchase Orders/ Work Orders.
- b. The bidder should have annual turnover of minimum 150% of tendered value or above during the last 3 financial years (i.e. current year and three previous financial years). The bidder should provide Audited Balance Sheets and annual reports as documentary evidence or other such documents so as to establish the financial soundness of their company for the preceding three financial years.
- c. The Bidder should have authorization specific to this tender from respective OEM.
- d. The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation.

15. Purchaser's Right to Vary Quantities:

RailTel will enter into Contract with the successful firm to whom the contract is awarded for catering of requirement of Equipment. During the validity of Contract, RailTel will place Sub Purchase Orders for Equipment detailed in LOA/PO, as per requirement. The total variation under Contract +/- 30% of contract value shall be restricted for these SOR items. The supplier shall have to supply the against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders.

16. WARRANTY:

16.1 The materials are to be warranted for **36 months** from 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 manufacture 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 develop 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.

16.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period of **36 months**, whichever may be later, If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

16.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

During the warranty period, the contractor shall remain responsible to arrange replacement in Next Business Day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

16.4 In case of hardware failure the replacement must be given in next business day If the Bidder fail to replace as per below mentioned duration, the following penalties will be imposed. It will be calculated on quarterly (3 month) basis and maximum penalties will be 10 % of the cost of Equipment per year.

16.5 Replacement Services

During warranty period, if the Bidder fails to replace /Equipment card/Part in next business day, the following penalties will be imposed.



Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 1 days and up to 7 days	2% of the cost of affected part/module
All Modules and accessories	More than 7 days and up to 15 days	10% of the cost of affected part/module
All Modules and accessories	More than 16 days and up to 30 days	25% of the cost of affected part/module
All Modules and accessories	More than 30 days	100% of the cost of affected part/module

Note:

In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost. OEM should provide facility to RailTel for direct fault case open on TAC Support in case emergency.

17. Long Term Maintenance Support:

- Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of **3 years**. The long term maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel.
- Tenderer/OEM (through its Indian subsidiary), shall be paid @ 3.5% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Only incremental cost in % over and above this, if perceived by the OEM and Tenderer, may be indicated in Schedule of Requirement and shall be added to the equipment cost towards evaluation of tender. If however the tenderer feels that his AMC Cost is less than 3.5% per annum, he should give suitable discount in equipment pricing. For AMC he will be paid @ 3.5% per annum only. If the Tenderer quotes a higher base rate for AMC, he will be paid at his quoted rate per annum and four year differential cost shall be added to offered cost for evaluation. AMC would have to be valid for minimum period of **3 years** after the warranty.
- In case tenderer quotes AMC rates lower than 3.5%, no advantage will be given to him for evaluation purposes. In case the tenderer wins the contract his cost will be reduced by differential (w.r.t. 3.5%) AMC rates & he will be paid accordingly. AMC charges to him, however be paid only @ 3.5% per annum.
- Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered with OEM/the authorized partner of OEM by RailTel. A fresh Bank Guarantee valid for Three years and four months for 10% of the Long Term Maintenance Support cost of three years quoted by the tenderer,



shall be required to be submitted by bidder for due fulfillment of long term maintenance support obligation.

- Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-II. Any deviation / non acceptance will lead to rejection of the bid summarily.

18. Delivery Period

- 16.1 The supplier will have to supply the material within **30 days** of issue of confirmed LOA/PO.

19. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Institutional Area Plot 143, Sector 44, Gurgaon before **14:30 Hrs of 30.07.2018** in a Sealed Envelope. The envelope shall bear 'DO NOT OPEN BEFORE' (due date & time). The offline documents shall be opened at **15:00 Hrs of 30.07.2018**. Bids without these off line submission of documents will be summarily rejected.

- 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 as per Annex-I.

Note: 1) The acceptance of the all the clause mentioned in the information to the bidders document is mandatory. Any deviation / non-acceptance will lead to rejection of the bid summarily.

2) Performa for long term support at Annexure II.

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



Technical Specifications of VMware vSphere 6

Item Name: VMware vSphere 6 with Operations Management Enterprise Plus for 1 Processor

Make: VMware

Model: vSphere 6



PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT

(To be signed by the O.E.M.)

To
The Director,
RailTel Corporation of India Limited

I / We hereby confirm and accept that against RailTel Tender No., there is a requirement of Long Term Maintenance Support as per Clause 17. We confirm that Long Term Maintenance Support shall be met by us directly or through Authorized partner, as the case may be based on contracts. I / We have gone through the requirement mentioned in the Tender document and shall provide services for the offered supply items.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.
2.



Performa for Performance Bank Guarantee**PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, : Plot No.143, Sector-44, Gurugram-122003

1. (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.
2. 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.
3. 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 2018

for
(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name


(Jagdeep Singh)
Executive Director/Operations
For & on behalf of RailTel Corporation of India Ltd.

