



RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

LIMITED TENDER DOCUMENT

FOR

“Supply of Virtualization License for Data Center”

(Single Packet System)

RailTel/Tender/LT/CO/DNM/2017-18/Virtualization License/393

Dated- 20.06.2017

Tender Copy No. _____

Sold to _____

RailTel/Tender/LT/CO/DNM/2017-18/Virtualization License/393
20.06.2017

Dated:

Bid Data Sheet

SHORT TERM LIMITED TENDER NOTICE

Short Term Limited Tender Notice No. RailTel/Tender/LT/CO/DNM/2017-18/Virtualization License/393 Dated 20.06.2017

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders (single packet) in sealed covers, from Limited firms for **“Supply of Virtualization License for Data Center”**

” The details are as under: -

a)	Last Date and Time of Submission of offer	Up to 15:00 hrs of 04.07.2017
b)	Time of opening of Limited Tender	15:30 hrs of 04.07.2017
c)	Validity of offer	60 days
d)	Delivery period	30 days
e)	Approximate value of the work	Rs 40 Lakhs (aprox.)
f)	Earnest Money (EMD): (To be deposited in the form of Bank Draft in favour of RailTel Corporation of India Limited, Gurgaon)	Rs. 80,000/- (Rupees Eighty thousand only).
g)	Copy of Tender Document is enclosed herewith & also sent through email. All pages of original tender document duly signed by the tenderer along with the offer is to be submitted to this office at RailTel Corporation of India Ltd., Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003	
h)	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.	

Srinivas M (Vasu)
Additional General Manager/DNM
For & on behalf of
RailTel Corporation of India Ltd.

CHAPTER-1

OFFER LETTER

RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003

I/We _____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same. I/We offer to do the **“Supply of Virtualization License for Data Center”** as per Schedule of Requirement for Limited Tender No. **RailTel/Tender/LT/CO/DNM/2016-17/Virtualization License/393 dated 30.05.2017** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within 30 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of PO and to carry out the supply according to the Specifications for materials laid down by the Railtel for the present order.

I agree for payment of Security Deposit or Performance Bank Guarantee as per terms & conditions of tender within 15 days after receipt of LOA to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

**CHAPTER-2
SCHEDULE OF REQUIREMENT (SOR)**

S N	Item Description	Qty	Unit Basic Price	Packing &Forwardin g Charges	CVD/ED@ ____% On (a)+(b)	Sales Tax/ CST / VAT/ST '@____% On (a)+(b)+©	Unit Cost	Total Cost
			(a)	(b)	(c)	(d)	In fig.	In fig.
1	VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	1						
2	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 3 years	1						
3	VMware vSphere 6 Standard for 1 processor	9						
4	Production Support/Subscription VMware vSphere 6 Standard for 1 processor for 3 years	9						
5	VMware vSphere 6 with Operations Management Enterprise Plus for 1 processor	8						
6	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus for 3 years	8						
Grand Total								

Note:

- 1.1 Unit rate quoted against SOR above should be FOR destination inclusive of all duties, taxes, insurance and freight etc.
- 1.2 Cost breakup to be submitted by the bidder:
 - a. Basic Rate
 - b. Excise Duty if applicable
 - c. Sales Tax/CST/VAT
 - d. CENVAT
 - e. Transportation charges
 - f. Octroi
 - g. Entry Tax
 - h. Others
- 1.3 The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- 1.4 If Supplier fails to furnish necessary document i.e Excise/Custom invoices etc, in respect of duties/taxes cenvatable the amount pertaining to such duties/taxes will be deducted from the payment due to the firm.)
- 1.5 Tenderer must also furnish unit rate of all the supply of items mentioned in the SOR, which will be required for the Solution. These will also form part of the Rate Contract for procurement of items as when required.
- 1.6 User manual, instruction manual, operating manual etc. wherever required shall be submitted by the bidder.

CHAPTER-3

Technical Specifications

Virtualization License with three-year subscription for below product:

- 1) VMware vCenter Standard for vSphere 6
- 2) VMware vSphere 6 Standard
- 3) VMware vSphere 6 with Operations Management Enterprise Plus

Note 1: It may kindly be noted that in 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.

Note 2: Bidder should submit the vetted BOM from their respective OEMs.

Note 3: The Bidder should have OEM authorization specific for this tender along with the subscription certificate for three years.

CHAPTER-4

Commercial Terms & Conditions

1. Scope of work, Offer Letter and Validity of Offer:

1.1 Scope of Work for Bidder: RailTel has started providing Data Centre Services for Enterprises through Data Centre located at Corporate Office, Gurgaon. The entire Infrastructure of Data centre is on concurrently maintainable with the state-of-the-art redundancy features. Data Centre hosted several applications for internal as well as for various RailTel clients. To provide the seamless managed services to the customer it is highly recommended to have virtualization on board and also to maintain application infrastructure to meet organization's expanding demands. The supply of VMware Virtualization license and support is under the scope of this tender as per the Schedule of the Requirement.

1.2 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

1.3 The offer should remain valid for a period of **60** days from the date of opening.

2. WARRANTY:

2.1 The materials covered in SOR 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.

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.

3. Delivery Period

- 3.1 The supplier will have to supply the material within **30 days** of issue of confirmed LOA/PO. After the purchase order is placed with all the necessary documents. Penalty will be charged for delayed delivery of the materials @ 0.5 % of the total cost per week

4. Bill passing & Paying Authority

Accounting unit/bill passing unit for the supplies under SOR is GGM/DNM/CO. Bills to be submitted to the GGM/DNM for payment.

5. Payment Terms:

- 5.1. 90 % of the value of the supply of the equipment/material on receipt by the consignee at site duly inspected and accompanied with the following documents and any other document mentioned in the contract:
- (i) Invoice
 - (ii) Delivery Challan.
 - (iii) Excise Gate pass/Excise Invoice if applicable
 - (iv) Packing List
 - (v) Factory Test Report
 - (vi) Purchasers Inspection certificate
 - (vii) Warranty certificate of OEM/Supplier
 - (viii) Consignee Receipt
 - (ix) Certificate for Fall Back clause
 - (x) Insurance Certificate
 - (xi) A certificate duly signed by the firm certifying that equipment/material being supplied are new and confirm to technical specifications
- 5.2. Balance 10% value of supply on complete receipt, successful installation and satisfactory functioning of the equipment and acceptance of supply at site by consignee on submission of Performance Bank Guarantee valid for 4 months beyond warranty period for PO as referred in clause 5.1.
- 5.3. Form "C", if required shall be issued for respective stations, by respective Executive Director of the Region only.
- 5.4. The break up of taxes has to be furnished and same should be reflected in the bills so that any CENVAT/input credit can be availed by RailTel.

6. Performance Bank Guarantee (PBG):

- 6.1. The successful bidder shall have to submit a performance bank guarantee of 10% of the value of the LOA/PO within 30 (thirty) days from the issue of issue LOA/PO with validity upto 4 months beyond Warranty period for the satisfactory performance of contract. Extension of time for submission of PG beyond 30 days and upto 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender for the work.
- 6.2. The Performa for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 6.3. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.

7. Taxes & Duties:

- 7.1. The price quoted should be firm, indicating the breakup and inclusive of all duties and taxes, as applicable. The offer should be inclusive of packing, forwarding, freight & insurance charges upto destination. Form 'C', if required, will be issued by respective ED/RGMs of RailTel Corporation of India Limited.
- 7.2. The Octroi/ entry tax shall be paid extra as per actual, on production of proof of payment.
- 7.3. Tenderer should while quoting the prices, pass on to the purchaser the full effect of duty set off available on inputs under CENVAT scheme and should agree to pass on additional set off as may become available in future in respect of all the inputs used for manufacture of final product on the date of supply.
- 7.4. Wherever Value Added Tax (VAT) is being claimed, tenderer should pass on to the purchaser the set off/tax credit available on inputs, while quoting the prices. Additional set off, as may become available in future should also be passed on at the time of supply.

8. Liquidated Damages:

The timely delivery is the essence of this contract. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10 % of the cost of unsupplied quantities/material.

9. Transportation:

The rates quoted should be F.O.R. destination. The destination shall be the nominated Depots of RailTel Regional office as indicated in LOA/PO.

10. Statutory Deduction:

These will be made at source at the time of making payment as per the prevalent rules.

11. Purchaser's Right to Accept or Reject Bid:

11.1. The purchaser reserves the right to accept or reject bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

11.2. Issue of Letter of Acceptance (LOA/PO)

The bidder shall within 7 days of issue of the LOA/PO, give his acceptance for LOA/PO.

12. BID PRICES:

- 12.1. The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance, Octroi etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the contract as per schedule of requirement given in Chapter 2. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.
- 12.2. The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- 12.3. **FALL CLAUSE:** The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.
- 12.4. Except in conditions of clause 11.3 above, the price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

13. Clause wise Compliance

Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

14. Inspection

- 14.1. Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by Rail Tel's authorized representative. The material/equipment/interface cards should be offered for inspection within 3 weeks of issue of confirmed purchase order/sub purchase order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.
- 14.2. Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 14.3. In case material/equipment/interface card fails during inspection, the fresh lot of material/equipment/interface card shall be offered by the manufacturer/supplier without any extra cost. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

15. FORCE MAJEURE

Force majeure shall mean-

- War, hostilities (whether was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

16. SETTLEMENT OF DISPUTES

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

17. Earnest Money Deposit (EMD)/ Bid Security

- 17.1. The bidder shall furnish a sum as given in above Tender Notice as Earnest Money in the form of Demand Draft from any scheduled bank in India in favour of “RailTel Corporation of India Limited” payable at New Delhi.
- 17.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.
- 17.3. Offers not accompanied with Earnest Money shall be summarily rejected.
- 17.4. Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 17.5. The successful bidder’s EMD will be discharged upon the bidder’s acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 7.
- 17.6. Earnest Money will bear no interest

18. GOVERNING LAWS

This contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

19. TERMINATION FOR DEFAULT

- 19.1. 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.
- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.

- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) 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.

19.2. In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 the Purchaser may proceed, 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.

20. 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 bankrupt or otherwise insolvent as declared by the competent court 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.

21. Bid Submission and Opening Date

21.1. Each and every page of bid should be signed by authorized representative of the form. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.

21.2. The bid should be submitted in two copies-one original and one copy. The packet containing the original and copy of the bid duly marked "ORIGINAL & COPY" should be sealed by the personal seal of the bidder.

21.3. The envelope shall be addressed to the Purchaser at the following address:

**Addl.GM/DC
Rail Tel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003**

21.4. The envelope shall bear name of work, the tender no, and the words "DO NOT OPEN BEFORE" (due date).

21.5. Bid should be delivered to the above address so as to reach up to 15:00 hours of due date. The bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of representative of the bidder. Bid received after due date and time shall be summarily rejected and shall not be opened.

22. Evaluation of Offer:

"For the purpose of relative ranking of offers, all inclusive value for entire supply, transportation to site, supervision of installation, testing & commissioning and warranty period support, training etc.

The bidders should quote for all items & the offer will be evaluated on overall basis.

23. Security Considerations & Security Agreement

The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, you shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website) covering all relevant clauses. You must submit a declaration along with their bid in this regard.

CHAPTER-5

Form No. 1

Performa for Performance Bank Guarantee

PERFORMANCE BANK GURANTEE BOND

(On Stamp Paper of Rs One Hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, : Sector-44,Plot No.143, Gurgaon-122003(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 2017
for

(Indicate the name of the Bank)

Witness

1. Signature
 Name
2. Signature
 Name*****