Online Tender Invitation for Procurement of VMware ESXi Subscription vide RFP: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses

Last time & date of Online Submission in GeM Portal: 1 PM on 24th March 2026

Last time & date of Submission of Physical Bid Documents: 3 PM on 24th March

2026

Tender Opening: 3:30 PM on 24th March 2026

Tender Reference: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses.

Requirement: Procurement of VMware ESXi Subscription vide RFP: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses for period of 3 Years

Subscription vide RFP: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses.

Technical Bid: Annexure-A

Commercial Bid: Annexure-B

Address for communication

and dropping Hard Copy:

DGM-IT,

National Insurance Co. Ltd.,

Head Office, Premises No. 18-0374, Plot no.CBD-81,

New Town, Kolkata-700156

Tender Document can be downloaded from https://nationalinsurance.nic.co.in, GEM Portal and CPP portal from 13h Mar, 2026

National Insurance Co. Ltd., Head Office invites tender offers from eligible bidders and their authorized distributors/dealers for providing the VMware ESXi License Subscription at NIC DC, Kolkata and NIC DR, Bengaluru as per the specifications and details given in Annexure – A.

Details are as follows:

The offer shall be given in a sealed Cover, by marking "**Quotation for Procurement of VMware ESXi Subscription vide RFP: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses at NIC DC, Kolkata and NIC DR, Bengaluru"**.
- It will be a two-packet bidding system with Reverse Auction.
- The documents should be signed by the authorized official of Bidder.
- Commercial Bid will be considered only when the Eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and Technical Bid Specification (ANNEXURE A) is complied with, otherwise commercial bid shall not be considered and bid will be rejected.
- Any bid which is found to be incomplete in any respect will not be considered and shall be rejected.

TERMS AND CONDITIONS OF THE TENDER

1. Technical Eligibility Criteria:

a) The bidder must be authorized channel Partner of the OEM i.e., **M/s Broadcom.** Documents needs to be submitted for the same.

b) Manufacturer Authorization Form (MAF), as per attached Annexure-C or as per OEM Format should be submitted along with the Bid.

c) Self-attested BOM as provided in the Annexure- A, should be submitted along with the Bid.

d) The L1 Bidder needs to submit the Back-to-back Support agreement with the OEM for providing the Subscription, within 14 days from the date of issuing the PO. Non-Submission of the same may result to cancellation of PO.

e) Bidder should have office in Kolkata. Documentary evidence need to be submitted for the same.

f) Bidder has to submit declaration for Conflict of Interest in their letter head at the time of submitting bid as per format given below in Annexure-D

g) Bidder has to submit self-declaration in their letter head at the time of submitting bid where they have to agree to all points mentioned pertaining to reverse auction process.

h) 'Bidders' and 'Suppliers/Authorized Channel Partners/Authorized Service Partners (ASP)' who have failed to execute any purchase order issued by NIC, in last 5 financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) are not eligible to participate in this tender exercise. Declaration needs to be submitted.

i) The bidder and OEM should not be blacklisted by any PSU/ Govt. / State Govt. / Govt. departments in any of the last 5 financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25). Self-declaration to be submitted by OEM and Bidder.

j) The Bidder should have sold IT related equipment including software/Licenses in one single order in any of the last 3 financial years (2022-23, 2023-24 and 2024-25) in any Govt./PSU/BFSI sector. (Documentary proof needs to be submitted) and should have a minimum average turnover of Rs. 3 Crores in the last three financial years i.e., 2022- 23, 2023-24 and 2024-25. This has to be substantiated by the audited Balance sheet of the Firm / Company for the relevant years.

k) The Bidder should have posted positive net profit or positive net worth in last three financial years i.e., 2022-23, 2023-24 and 2024-25. This has to be substantiated by the audited Balance

Sheet of the Firm and Company Auditors' certificate for the relevant years.

l) Bidder has to submit Integrity Pact and POA in non-Judicial Stamp Paper while submitting the Bid along with PQB.

m) Tender Fees of Rs. 5,000/- and EMD of Rs.4,00,000/- needs to be submitted along with the bid in the form of DD/BG in favor of National Insurance or through NEFT in mentioned Bank Account:

Name as per Bank Account : National Insurance
Company Limited Bank Account Number: 6762010554
Type of Account : Current Account
Name of the Bank : Indian Bank
Name of the Branch : Russell Street,
 Kolkata – 700071
MICR Number of the Branch 700019018
IFSC No. of the Branch : IDIB000R024

- Non-furnishing of Earnest Money Deposit along with the bid will disqualify the Bidder and his bids will not be entertained.
- The EMD amount submitted by the bidder will be returned without any interest to all bidders after issuance of purchase order to the successful bidder.
- This RFP Document is not transferable.

Please note that Bidder has to submit bid in online mode through GeM Portal and should be duly verified with physical submission. Non-submission of any one, may result to the rejection of entire bid.

Note: MSE can avail the following benefit on submission of relevant certificate:

Exemption from payment of EMD (Earnest Money Deposit) and Tender Fee.

Note: Only Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD (Bid Security) and tender fees. Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 12 months from being eligible to submit bids. Non submission against the same at bid-submission stage, will disqualify the bidder. MSE Certificate needs to be produced along with Bid Document for availing the exemption.

General Terms and Conditions of E-Reverse Auction:

NIC will resort to "E-Reverse Auction procedure" i.e. online bidding on GeM Portal. Details for the same may be downloaded from GeM portal against the said RFP.

1. Reverse Auction is enabled in this bid.
2. For the proposed Reverse Auction, technically and commercially acceptable qualified bidders only shall be eligible to participate.
3. Techno commercially qualified bidders will participate in RA after successfully evaluation of commercial bid.
4. NIC will utilize the services of GeM for the online bidding and reverse auction through GeM Portal.
5. Bidders will be notified through GeM Portal for e-Reverse Auction event.
6. Reverse Auction will be conducted after opening of commercial bid.
7. At the end of Reverse Auction event, the lowest bidder value will be made known on the network.
8. The L1 bidder after RA has to submit hard copy duly signed filled-in prescribed format (if required by NIC) as provided on case-to-case basis to NIC within 24 hours (Twenty Four) of Reverse Auction without fail. If not submitted, bids will be rejected.
9. GEM condition will prevail.

The Reverse Auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

The successful bidder has to enter into a contract with National Insurance Company Limited within 14 working days of NIC from the date of receiving of purchase order and need to submit PBG of 5% of contract value within 14 days of receiving the purchase order. Failure to enter into Contract and non-submission of PBG may result in cancellation of the Purchase Order. Once the contract is signed by both the parties, Bidder needs to get the contract notified and submit to NIC within 5 working days from signing the contract.

1.1   Other Conditions:

i. Bids without proper authorization from the OEM (in case the Bidder is not the OEM) shall be treated as non-responsive and shall be rejected forthwith.
ii. A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.
iii. No consideration will be given to a bid received after the date and time stipulated by NIC and no extension of time will be permitted for submission of Bids. However, NIC reserves the right to extend the last date and time for submission of the bids at its own discretion.
iv. Canvassing/misleading information in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to these types of activities are liable to be rejected.
v. NIC reserves the right to call for any clarification from any/all Bidder during the evaluation of the bids. However, no other correspondence on bids will be entertained.
vi. No price variation / adjustment, explanation, correction or any other escalations will be entertained.

vii. Over-writing without proper authentication is not permitted in filling up the bids and may entail rejection of the bids.

viii. 50% of commercially qualified bidders (Starting from L1) will be allowed to participate in RA. However, GEM condition will prevail.

ix. RA will start immediately after commercial bid evaluation and will be valid for 48hours.

x. Participated bidders will be notified through GeM for Reverse Auction.

xi. The products and price offered cannot be withdrawn by the bidder from GeM during the bid validity period.

xii. During Reverse auction, Start / Reference Price and Step Value of Decrement will be indicated to the Bidders at the start of the auction through GeM portal. Any participating bidder can bid one or multiple Step Decrement lower than the prevailing Lowest Bid at that time.

xiii. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value and last Bid Placed by him.

xiv. Whenever a lower price bid is received in the closing moment i.e. within15 minutes of existing end time of Reverse Auction, the end time of reverse auction will be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.

xv. NIC will not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc., irrespective of the cause.

NATIONAL INSURANCE COMPANY LIMITED DOES NOT BIND ITSELF TO ACCEPT ANY BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY BID WITHOUT ASSIGNING ANY REASONS THEREOF.

Note: Bidder has to submit self-declaration in their letter head at time of submitting bid where they have to agree to all points mentioned above pertaining to reverse auction process.

2. Payment Terms: National Insurance Co. Ltd., will make 100% Payment within 30 working days after submission of necessary documents of subscription for licenses:

- Original Invoice
- Acceptance certificate by the consignee or consignee representative (as per the format provided in the **Annexure-G**)
- Confirmation of the validity of the PBG for 5% of the Supply Order value, valid for a period extending 3 months beyond the last date of the subscription period.

Payment for VMware Server Virtualization Licenses professional Man days will be released on supply, consumption and satisfactory certificate issued by NICL for consumed man days. Payment will be made on quarterly basis for the consumed Man Days only

3. Others:

a) The offer must be made in Indian Rupees only, all costs should be given in figures and words. No upward revision of price will be acceptable even if any changes or fluctuation in rupee dollar rates.

b) There shall be no deviation from the specified technical specifications given in ANNEXURE-A. The bid which deviates from the given BOM will be rejected.

c) Subscription Period will be for the period of **three year** starting from **License Delivery date**.

d) The bids will be opened through GEM Portal at 15:30 Hrs. on 24-03-2026

e) Price for the items shall be quoted as per the Annexure-B.

f) L1 will be decided through reverse auction.

g) Documentary proofs regarding eligibility criteria (Refer Point 1) must be enclosed or else bid shall be rejected.

4. Penalty Clause (Applicable during Contract Period):

Any Issue pertaining to support that is reported on any day should be attended as follows:

SLA		
Availability		Support 24x7x365
Response	Severity-1	30 minutes
	Severity-2	60 minutes
	Severity-3	2 hours
Remedy	Severity-1	24 hours
	Severity-2	48 hours
	Severity-3	15 business days

Failure to comply with the above conditions will attract penalty as follows:

a) Penalty for call resolution within first two working days beyond above permissible period 0.25 % of contract value per NIC working day per call.

b) Penalty for call resolution after first two working days beyond above permissible period: @ 0.50% of contract value per NIC working day per call.

c) In case the penalty as per the above-mentioned rates crosses 4 days cumulative penalty, for any call, NIC may consider the cancellation of contract.

The supplier will submit, to NIC Head Office, Quarterly Call Resolution Report together with individual Call Resolution Sheets duly signed by the concerned NIC officials.

 BOM attached as Annexure-A

5. SCOPE OF WORK

- The bidder is expected to raise support ticket with VMware Server Virtualization Licenses and follow up till its resolution.
- The bidder will also coordinate with OEM Support for the Root Cause Analysis as a when applicable.
- The bidder will ensure that the support SLA as per the OEM support policy is always maintained.
- Supply of Software Subscription and Support VMware Server Virtualization Licenses (latest version) as per Annexure A (Schedule of Requirement) of this document.

    The Support and Subscription shall include the following:

    i. 24 x 7 x 365 days access to support resources for business-critical outage through web-based support portal and/or voice access and/or online web conferencing if needed.

    ii. Product updates, Bugs & Fixes, security alerts and critical patch updates, Latest Software Version Software upgrades, patch management including security patches released by OEM from time to time for the product as per SOR during the Subscription duration.

    iii. Provide technical support remotely through web conferencing, performance tuning issues. The SLA requirement for the Support & Subscription will be as per clause 8 (SLA requirement for Support & Subscription) of this document.

    The following support access mechanism should be provided from OEM for availing technical support from OEM:

    iv. Secure access to online resources.

    v. Online access to online self-help.

    vi. Mechanism to log support case online.

    vii. Mechanism to log support case through call.

    viii. Mechanism to log support case over the mail.

    ix. Mechanism for changing severity of support for escalating to next level.

    - Supply of VMware Server Virtualization Licenses Professional Services as per Schedule of Requirement at Annexure A

    x. OEM support for Installation, Configuration, deployment and commissioning and restoration of Database.

    xi. The bidder shall provide onsite support and consulting services from OEM only.

    xii. The quantity of consulting Man days will be as per SoR, from date of issuance of Purchase Order. Payment against consulting Man-days will be made strictly on consumption bases (Pay-per-Use).

    xiii. NICL shall invoke services to the bidder as per the requirement and these services could be invoked any time i.e. beyond office hours, on weekends or holidays depending on the criticality. Normally for scheduled activity, bidder need to provide OEM engineers within 5 working days from initiation of the request from NICL at NICL premises.

    - NICL can utilize the man days for the following technical work:

    xiv. Architectural solution.

    xv. Installation, configuration, performance tuning of the product.

xvi.   Root Cause Analysis of problem/ failure and their resolution, Health checkup and Onsite support.

xvii.   Define and implement best practices in Database administration for smoothing running of the product.

xviii.   Implementation of patch updates, security and new releases.

xix.   For utilization of Man days, scope of planned activity will be shared by the NICL with the successful bidder and corresponding activity action plan with timeline will be shared by the bidder. On successful completion of the planned activity, a work completion report will be submitted by the Bidder.

- Whether Eligibility criteria as per Point no.1 of Terms and Conditions is met? (YES/NO)
- All the required documents related to Eligibility Criteria is submitted? (YES/NO)

Authorized Signatory

Name & Designation

Stamp:

6. Delivery Schedule:

Sl.No.	Item Description	Qty	Delivery schedule
1	Subscription and deployment of latest Enterprise Edition VMware Server Virtualization Licenses for three years at DC and DR Site of NICL with Production level support.	424	Within 2 weeks from the Release of Purchase order.
2	Professional Man-days as per Commercial Table	10	Within 5 working days of the request being raised by NICL.

7. Liquidated Damages (LD) in Delay in Delivery

Any delay by the vendor in the performance of the delivery obligations shall render him/her liable to Liquidated Damages. In the event of tenderer's failure to supply the said items of acceptable quality and specifications within the original delivery period given in the purchase order, NICL shall be at liberty to recover liquidated damages to be levied @ 0.5% of the respective SoR items per week or part thereof subject to a maximum of 10% of the total order value. Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment charges for a site.

8. Service Level Agreement (SLA) requirement for Software Subscription and Support

Response and resolution time as per the different severity levels under SLA requirement for Software subscription and support will be as follows. The Bidder has to maintain the same during the contract period.

Severity	Impact	Response Time
1	Critical Business Impact	Within 30 minutes
2	Significant Business Impact	Within 1 hours
3	Some Business Impact	Within 2 hours
4	Minimum Business Impact	Within 1 Business Day

Definition of Severity Levels

"Severity 1 Error" means a catastrophic production Error in the subscribed software which severely impacts production systems, or in which the subscribed software in production systems is down or not functioning; or an Error in the subscribed software which is causing a loss of production data and no procedural work around exists. Severity 1 Errors also include security breaches originating within the code of the subscribed software which rate as a CVSS Score of 7 or higher.

"Severity 2 Error" means the subscribed software, which is in production, is operational but certain major functions are not performing in all material respects in accordance with its documentation and no workaround is available.

"Severity 3 Error" means (a) minor functions of the subscribed software, which is in production, are not performing in accordance with its documentation or (b) the subscribed software, which is in development or a test environment, is not performing in accordance with its documentation.

"Severity 4 Error" means a general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the subscribed software. This Severity Level covers non-urgent problems including cosmetic issues, feature requests or information requests.

9. Penalties for breach of SLAs

Response for service requests has to be provided as mentioned above, failing which penalty for service failures shall be deducted from the outstanding bills or PBG irrespective of line items.

Technical Specifications:

Sr. No.	General Specifications	Compliance (Yes/No)	Remarks
1	The solution shall provide a purpose-built hypervisor with minimal footprint that installs directly on the 64-bit bare metal x86server and deployable on both HCI and Non-HCI environment and independent of containers.		
2	The solution should have inbuilt or part of solution - Lifecycle management, HCI/SDS, Kubernetes, virtualization, operations, & log management. Supports multiple servers make and model and CPUs in same cluster and also supports Windows client, Windows Server, Linux (at least Red Hat, SUSE, Ubuntu and CentOS) etc.		
3	The solution should provide HA, Zero Downtime & Zero Data-loss without any clustering solution, Encrypted Live Migration of VMs between different CPUs, Network & Storage I/O Control, unlimited VM based replication with min. 5mins RPO, automated predective dynamic resource scheduling for both storage and VMs, and secure boot for protection for both the hypervisor and guest operating system.		
4	Live migration of VM disk from one storage array to another without any VM downtime. Support this migration from one storage protocol to another eg: FC, NFS, iSCSI, DAS.		
5	The solution should provide proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs.		
6	Hot Add vCPU, vMemory, vNIC & vDevices to virtual machines on the fly when needed, without disruption or downtime of working VMs for both windows and Linux based VMs.		
7	The solution shall provide non-disruptive hypervisor live patching without disrupting running workloads and putting hosts into maintenance mode.		
8	Memory Tiering to dynamically and transparently placing hot data in DRAM and cold data in NVMe storage, delivering higher VM density and sustained performance without application changes and supports Big data, video streaming, and e-commerce platforms all demand fast access to large volumes of data.		
9	Create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.		
10	The solution should enable native 2D and 3D graphics performance for virtual machines, multiple vGPUs per VM, DirectPath I/O initial VM placement and GPU-aware DRS to intelligently places workloads to improve GPU utilization.		
11	The solution should provide per-VM encryption, encrypting the VM's files, including the virtual disk files, configuration files, and swap files with no modifications in guest OS to protects unauthorized data access both at-rest and live migration.		
12	The solution should provide a built-in key management solution, which allows organizations to encrypt VMs and disks without needing an external Key Management Server (KMS).		
13	The solution should implement firewalls at the hypervisor host level, configure virtual switch security policies to utilize promiscuous mode, reject MAC address changes, forged transmits, preventing VMs from impersonating other network devices for malicious purposes.		
14	The solution should provide compliance with frameworks - NIST, ISO 27001, GDPR, and HIPAA through built-in security features, automated compliance reporting, and the ability to enforce security policies consistently across workloads.		
15	Allow virtual machines to leverage SGX technology for enhanced security, isolating code and data within secure enclaves such that things like encryption key cannot be viewed by the guest OS or hypervisor.		
16	The solution should provide a built-in Kubernetes runtime, upstream conformant certified Kubernetes distributions to run containers consistently alongside VMs. Support the latest three Kubernetes (N-2) releases for flexible deployment.		
17	The solution should allow independent upgrades of kubernetes without the need of upgrades of virtualization manager and hypervisor for quicker access to Kubernetes updates without touching core infrastructure—cutting down on complexity and helping teams move faster.		
18	The solution should have centralized software-based Layer 2 switches span across a virtual datacenter and multiple hosts that offers features - centralized configuration, enhanced monitoring, Network I/O Control (NIOC), and support for advanced networking features - NetFlow, automatically detects misconfigurations in VLAN, MTU, and NIC teaming between virtual and physical switches, Rollback and Recovery.		
19	The solution should provide in-built enhanced host-level packet capture tool which will provide functionalities like SPAN, RSPAN, ERSPAN and will capture traffic at uplink, virtual switch port and virtual NIC level. It should also be able to capture dropped packets and trace the path of a packet with time stamp details.		
20	The solution should provide a "Latency Sensitivity" setting in a VM that can be tuned to help reduce virtual machine latency. When the Latency sensitivity is set to high the hypervisor will try to reduce latency in the virtual machine by reserving memory, dedicating CPU cores and disabling network features that are prone to high latency.		
21	The solution should have single reboot to dramatically reduce the upgrade times by skipping a host reset and also help to reduce patching and upgrade times by rebooting the hypervisor without rebooting the physical host, skipping time-consuming hardware initialization		

22	The solution should be able to captures host-level configuration settings and saves them as a template to configure other hosts and monitors hosts for configuration changes and automatically alerts administrators if a host falls out of compliance.		
23	The solution should support boot from iSCSI, FCoE, and Fibre Channel SAN. Integration with Storage API's providing integration with supported third-party data protection, multi-pathing and disk array solutions.		
24	The management server should have native high availability, built-in scheduler & retention, native backup and restore without any dependency on external shared storage or load balancer.		
25	The solution should provide simple and effective centralized management for virtual machine templates, virtual appliances, ISO images and scripts.		
26	The solution should have single reboot to dramatically reduce the upgrade times by skipping a host reset and also help to reduce patching and upgrade times by rebooting the hypervisor without rebooting the physical host, skipping time-consuming hardware initialization		
27	The management server should have native high availability, built-in scheduler & retention, native backup and restore without any dependency on external shared storage or load balancer.		
28	The solution should provide simple and effective centralized management for virtual machine templates, virtual appliances, ISO images and scripts.		
29	The solution should provide predictive analytics, AI drive actions to proactively avoid contention, prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behavior, over-sized, under-sized, idle and powered-off virtual workloads, reclaim resources from idle VMs and allocate to other VMs in automated fashion, upcoming problems, what-if scenarios, root cause analysis, and opportunities for efficiency improvements.		
30	The solution shall preemptively rebalance workloads in advance of upcoming demands and spikes, eliminating resource contention before it happens thus ensuring that workloads get the resources that they need at all times and also provide smart Alerts, guided remediation, self-learning analytics with dynamic thresholds to deliver recommendations, or trigger actions, that optimize performance and capacity and enforce configuration standards.		
31	The solution should have log analytics available in one single management window to make troubleshooting easier. Should provide a single location to collect, store, and analyse unstructured data from OS, VMs, apps, storage, network devices, containers, Kubernetes etc. at scale. Should provide intuitive dashboard and should allow IT teams to search for certain event patterns & types for troubleshooting.		
32	The solution should be able to add all types of structured and unstructured log data, enabling administrators to troubleshoot quickly, without needing to know the data beforehand, perform long term Log retention and Log archival for future access and centralize log storage and analytics feature with Dashboards, Reports and Alerts with Webhook integration for Automated Remediation		
33	The solution should utilize predictive analytics, machine learning and root cause analysis tools across physical, virtual and multi-cloud environments for faster problem resolution anf automatically choose the best visualization for data, saving time, pinpoints and tracks potential issues before they arise via automated alerts		
34	The solution should automate and streamline IT management visibility from physical, virtual and cloud infrastructure, including VMs and containers, to the apps. Out-of-the-Box Dashboards, Views, Reports, Heat Map, Performance Charts etc.		
35	The solution should have the capability to create a dashboard by adding widgets. Shall create and modify dashboards with reporting functions, can generate a report to capture details related to current or predicted resource needs, can download the report in a PDF and CSV file format for future and offline needs.		
36	OEM should provide direct support 24x7x365 with unlimited incident support for severity 1 with L1, L2, L3 level (Telephonic, Web, Email) and 30mins or less response time including the unlimited upgrades and updates during the tenure of the project/ tender.		

SLA Requirem ent	Severity Level	Production Support (Time from call logging with OEM)
	Severity-1	1. Rs. 5,000 per hour (or part thereof) after 30 minutes from the time the same is advised to the Contractor by the NICL to the designated e-mail advised by the Contractor for the purpose; 2. If persistence above exceeds 1 hour from the time the same is advised to the Contractor by the NICL to the designated e-mail advised by the Contractor for the purpose, then penalty beyond first 1 hour of failure will be Rs. 10,000/- per hour or part thereof
		30 Minutes
Initial Response Service Level Objective	Severity-2	1. Rs. 3,000 per hour (or part thereof) after 1 hours from the time the same is advised to the Contractor by the NICL to the designated e-mail advised by the Contractor for the purpose;
		1 (One) Hours	2. If persistence above exceeds 3 hours from the time the same is advised to the Contractor by the NICL to the designated e-mail advised by the Contractor for the purpose, then penalty beyond first hour of failure will be Rs. 7,500/- per hour or part thereof
	Severity-3	1. Rs. 1,000 per 4 business hour (or part thereof) after 4 business hours from the time the same is advised to the Contractor by the NICL to the designated e-mail advised by the Contractor for the purpose ; 2. If persistence above exceeds 8 business hours from the time the same is advised to the Contractor by the NICL to the designated e-mail advised by the Contractor for the purpose, then penalty beyond first 8 business hours of failure will be Rs. 1500/- per hour or part thereof
		2 (Two) business hours	
	Severity-4	1 (One) business day	Rs. 1,000 per business day (or part thereof) after 8 business hours from the time the same is advised to the Contractor by the NICL to the designated e-mail advised by the Contractor for the purpose
Non provision of OEM manpower		Double the average per day remuneration as quoted by the bidder will be imposed as penalty for non-availability of manpower. Total penalty will be calculated by multiplying the Double the average per day remuneration X No. of delayed days.

The total penalty will be subject to a maximum of 5% of the total cost of the contract value including taxes, duties, etc. This will, however, be in addition to Liquidated Damages deducted as mentioned above.

10. Escalation Matrix

Bidder shall submit the escalation mechanism present with OEM for taking the support. Bidder should provide escalation matrix available with OEM with name, designation, contact details (contact number, email & address) up to the highest level of escalation in the format provided at Annexure-F of this document

Annexure-A BOM

Sr. No.	Product Description	Quantity
1	VMware Server 3 Year Subscription	424
2	OEM Consulting/Professional Services, Senior Consultant, Onsite – number of man days	10

Commercial Bid (Annexure-B)

Sr. No.	Product Description	Quantity (Core Based)	Total Price (INR) Excl. Tax	Total Tax	Total Price (INR) Incl. Tax
1	VMware Server 3 years Subscription.	424			
2	OEM Consulting Services, Senior Consultant, Onsite – number of man days	10			
	TOTAL PRICE				

NOTE:

1. Commercial Bid will be valid only when the eligibility criteria (Refer Point no.1 of Terms and Conditions) is met and ANNEXURE-A is complied with, or else the commercial bid will not be considered.
2. Price discovered through GeM portal after reverse auction would be considered as final price.
3. National Insurance Co. Ltd., reserves the right to accept/reject any or all the offers without assigning any reason whatsoever.

Note: The L1 price would be decided on the basis of 'Total Price' as given in Annexure B after Reverse Auction.

Authorized Signatory

Name:

Designation:

Stamp:

Optional Item Price: (Valid for 3 Years from start date of Contract): To be submitted in PDF along with Commercial Bid

Sr. No.	Product Description	Quantity	Total Price (INR) Excl. Tax	Total Tax	Total Price (INR) Incl. Tax
1	VMware Server (unit Cores) – 1 year subscription	1			
2	VMware Server (unit Cores) – 3 years subscription	1			
3	OEM Consulting Services, Senior Consultant, Onsite – number of man days	1			

Manufacturer Authorization Form (Annexure –C)

MANUFACTURER'S AUTHORIZATION FORM (MAF)

(Procurement of VMware ESXi Subscription vide RFP: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses)

To

NATIONAL INSURANCE COMPANY LIMITED
Head Office:
Premises No. 18-0374,
Plot no.CBD-81,
New Town, Kolkata-
700156

Dear Sir,

Sub: Tender No for providing Procurement VMware ESXi Licenses Subscription vide RFP:
NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses at NIC DC, Kolkata and NIC DR, Bengaluru'

We ………………………………………………… who are established and reputable manufacturers/service provider of.. Having Office at……………………………………………. do hereby authorize M/s........................ (Name and Address of Supplier/Partner) to submit a bid of the following...................... Products and/or services, resell, negotiate, participate in reverse auction process and conclude the contract for the supply requirement associated with the above RFP, in their own capacity.

When resold by Supplier / Partner, the quoted products are subject to manufacturer's standard support and warranty terms. In the event of Supplier / Partner, not being able to fulfil its obligations in respect of applicable standard warranty terms with respect to the quoted products/services, we will take reasonable steps with National Insurance Company Limited for execution pertaining to our products through another authorized partner, in accordance with tender technical requirements applicable to our portion of deliverables on the terms and conditions as may be mutually agreed between VMware Server Virtualization Licenses and National Insurance Company Limited.

Yours faithfully, (Name)
For and on behalf of
M/s. ………………………………….

Signature of Witness   **Signature of Manufacturer**
Dated: Dated:
Place: Place:
                                                                        Sd./-Seal

Note: This letter of authority should be on the letterhead/certificate form issued by the manufacturing

concern and should be signed by a person competent and having the Power of Attorney (POA) to bind the manufacturer.

Annexure-D

Self-Declaration (To be signed on Bidder's Company Letter-Head)

Re: Declaration regarding Conflict of Interest (COI) in Public Procurement

We, hereby declare that the participation by our bidding firm (Bidder's Name) or any of our affiliates are neither involved in the consultancy contract to which this procurement is linked; nor we are part of more than one bid in the procurement; nor our bidding firm or our organization personnel have relationships or financial or business transactions with any official of Procuring Entity i.e. M/s National Insurance Company Limited who are directly or indirectly related to tender or execution process of contract; nor have access to information of (procuring entity name) to gain unfair advantage in the procurement process. We, also confirm that:

1. We, (Bidder's Name) or our constituent do not have common controlling shareholding or other ownership interest
2. Any constituent of us (Bidder's Name) is not a constituent of another bidder.
3. We, (Bidder's Name) do not have the same legal representation with any other bidder for the purpose of the bid.
4. We, (Bidder's Name) do not have any relationship with any other bidder that puts us in a position to allow access to each other's information or to influence the bid of any other bidder.
5. We, (Bidder's Name) have not participated in preparation of any document, design or technical specification for the project.

(Signed & Stamped from Bidder)

Annexure-E

"Bidder has to sign an Integrity pact as provided in the tender document, in original and should be submitted along with Pre-Qualification Bid in non-judicial stamp paper.

INTEGRITY PACT

BETWEEN

National Insurance Company Limited (NIC) hereinafter referred to as "PURCHASER" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

…………………………………………… hereinafter refer to us "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract(s) for Procurement of VMware ESXi License Subscription (hereinafter referred to as the 'Project'). The PURCHASER necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and off airiness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PURCHASER may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 – Commitments of the PURCHASER

(1) The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the PURCHASER, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to. b) The PURCHASER will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution. The PURCHASER will exclude from the process all known prejudiced persons. The PURCHASER shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the PURCHASER obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

(3) The PURCHASER will enter into agreements with identical conditions with all Contractor(s)/Bidder(s), in the different Work Packages in the aforesaid Project.

(4) The PURCHASER will disqualify from the tender process all Contractor(s)/Bidder(s) in the range of Rs 1 Crore and above, who do not sign this Pact or violate its provisions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign PURCHASERs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. (e) The bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and/or exclusion from future contracts.

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the PURCHASER, at its sole discretion, is entitles to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the Contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the PURCHASER under the relevant clauses of GCC/SCC of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the PURCHASER will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the PURCHASER, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other

term(s) of this Pact, during the execution of contract, the PURCHASER will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years. (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the PURCHASER caused by him and has installed a suitable corruption prevention system, the PURCHASER may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 4: Compensation for Damages (1) If the PURCHASER has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the PURCHASER, in terms of Section 3 above.) If, at any time after the awarding of the Project, the PURCHASER has terminated the contract according to Section 3, or if the PURCHASER is entitled to terminated the contract according to Section 3, the security Deposit/ Performance Bank Guarantee furnished by the Contractor, if any, as per the terms of the RFP/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the PURCHASER under the relevant clauses of General/Special Conditions of Contract. The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the PURCHASER in terms of Section 3 above.

Section 5: Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country confirming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

Section 6: Independent External Monitor / Monitors

(1) The PURCHASER shall, in case where the Project Value is in excess of Rs 1 Crore and above, may appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission.

The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NIC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum Managing Director, NIC.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the PURCHASER including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The PURCHASER will provide to the Monitor, sufficient information about all meetings among the parities related to the Project, provide such meetings could have an impact on the contractual relations between the PURCHASER and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the PURCHASER and request the PURCHASER to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, NIC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, NIC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NIC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NIC.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

The details of Independent External Monitor for PURCHASER is as under:

1. 1. **Shri S Srinivasan**
    Address: Flat No. 0-5-107, Block No. 5, V-
    Floor, Kendriya Vihar, B.B. Road,
    (Bangalore-Bellary Road),
    Yelahanka, Bangalore-560064
    Karnataka
    E-Mail: s.srinivasan 1980@gmail.com

2. **Shri Animesh Chauhan,**
    Flat No. 948, G Block, 6th Avenue, Gaur City 1,
    Sector 4, Greater Nadia (West), Uttar Pradesh - 201009
    Email: animeshchau@gmail.com

Section 7: Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)

If the PURCHASER obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or and associate or a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will forthwith inform the same to the Chief Vigilance Officer, NIC.

Section 8: Duration of the Integrity Pact.

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of NIC. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes /is brought to the notice of the PURCHASER, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section3, without prejudice to any other legal right or remedy so available to the PURCHASER.

Section 9: Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the PURCHASER, i.e Kolkata.

(2) Changes and supplements as well as termination notice need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the PURCHASER) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

BID SECURITY FORMAT (EMD): (In case of EMD in form of BG)
For Procurement VMware ESXi Licenses Subscription vide RFP: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses at DC, Kolkata and DR, Bengaluru:

(To be given by the bank in appropriate stamp paper)

Whereas... (Hereinafter called the 'Bidder') has submitted its bid

dated f o r Procurement VMware ESXi Licenses Subscription vide RFP: NIC/IT/RFP/05/2026/VMware Server Virtualization Licenses at DC and DR, Bengaluru' (hereinafter called the "Bid").

KNOW ALL MEN by these presents that WE .... of ………………………………….. having our registered office at .... (herei nafter called "the Bank") are bound unto the National Insurance Company Limited having registered office Premises No. 18-0374, Plot no.CBD-81, New Town, Kolkata-700156 (hereinafter called "the Purchaser") in the sum of Rs.4,00,000/- (Rupees Four lakhs) only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by ………………………………….. Day of.................. 2026.

THE CONDITIONS of the obligations are:

If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form or if the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.

a.   Withdraws his bid at any time before the LOI or Purchase Order or Advice for execution is issued against the RFP.

OR

b.   Fails or refuses to execute the work after having been identified L1 before or after LOI/Purchase Order/Advice for execution is issued.

OR

c.   Fails or refuses to execute the Contract

                                        OR

d.   Fails or refuses to execute the work as per the Contract.

        OR

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to one year from the date of submission of the RFP, and any demand in respect thereof should reach the Bank not later than the above date.

_____

(Authorized Signatory of the Bank)

Annexure-F

Escalation Matrix:

Date:

To,

NATIONAL INSURANCE COMPANY LIMITED
Head Office:
Premises No. 18-0374,
Plot no.CBD-81,
New Town, Kolkata-
700156

Ref: RFP No.: __.

Subject: Escalation Matrix.

Sir/Madam,

Following is the details of Escalation Matrix.

Escalation Level	Response Hours Exceeds	Name	Designation	Contact	Mail
Tier-1	1 Hour				
Tier-2	4 Hours				
Tier-3	8 Hours				
Tier-4	12 Hours				

Declaration by the signatory:

I hereby declare that I am duly authorized to make this representation on behalf of my
organization.
[Seal & Signature of the Authorized Signatory]
[Name of the Firms authorized Signatory] [
Designation of the Firms authorized Signatory]
For & on behalf of

[Name of the Bidder]

Annexure G-: Inspection cum Acceptance Certificate

INSPECTION CUM ACCEPTANCE CERTIFICATE

Sub: INSPECTION DEMAND NOTE -(for release of 100% payments) PURCHASE ORDER NO.   DATED

NAME OF SITE

NAME OF ITEM

NAME OF VENDOR

Subscription of Enterprise/Standard Edition of VMware DB for three years from date of issuance of Purchase Order (P.O.)

Against the above-mentioned purchase order, the items detailed below have been successfully received.

Product/Software Name	Subscription Duration	Subscription Quantity

It is also stated that all the supply/delivery/commissioning formalities under the contract/purchase order have been fulfilled/complied by the supplier.

It is also certified that:

Mail/Letter for Subscription from OEM have been received (copy attached).

The duration of Subscription is as per item, duration and quantity mentioned in the purchase order.

Online Support portal/telephonic support/email support has been verified.

Vendor   NICL

(sign):

Name:

Designation:

Date:

***************End of Document******************