RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

TENDER DOCUMENT

FOR

"Data Center Infra & Hosting Services against customer Requirement"

(Single Packet System)

RAILTEL/TENDER/CO/DNM/2020-21/DC Infra Services/565 Dated- 17.12.2020

Tender Copy No._____

Sold to_____

RailTel/Tender/CO/DNM/2020-21/DC Infra Services/565   **Dated:17.12.2020**

<u>**Bid Data Sheet**</u>

<u>**SHORT TERM LIMITED TENDER NOTICE**</u>

Short Term Limited Tender Notice No. RailTel/Tender/CO/DNM/2020-21/DC Infra Services/565 **Dated- 17.12.2020.**

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders (single packet) in sealed covers, from Limited firms for **"Supply, Installation and commissioning of Data Center Infra & Hosting Services against customer Requirement"**

The details are as under: -

a)	**Last Date and Time of Submission of offer**	**Up to 15:00 hrs of 28.12.2020**
b)	**Time of opening of Limited Tender**	**15:30 hrs of 28.12.2020**
c)	**Validity of offer**	**60 days**
d)	**Delivery period**	**60 days**
e)	**Approximate value of the work**	**Rs 10.25 Crore (Excluding Taxes)**
f)	**Earnest Money (EMD):** **(To be deposited in the form of Bank Draft in favour of RailTel Corporation of India Limited, Gurgaon)**	**Rs. 7,55,400/-** **(Rupees Seven Lakhs Fifty Five Thousands Four Hundred Only).**
g)	**Cost of Tender Document**	**Rs. 11800/- to be submitted as a bank draft Payable in favor of "RailTel Corporation of India Limited."**
h)	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., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023.	

Note: # Small scale Units registered with NSIC/MSME under single point registration scheme are exempted from cost of Tender Documents & EMD.

Ashutosh Gupta

Manager/DC

For & on behalf of

RailTel Corporation of India Ltd.

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CHAPTER-1

OFFER LETTER

RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

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 and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the **"Supply, Installation and commissioning of Data Center Infra & Hosting Services against customer Requirement"** as per Schedule of Requirement for Limited Tender **No. RailTel/Tender/CO/DNM/2020-21/DC Infra Services/**565 **Dated- 17.12.2020** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within 60 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 30 days after issue of LOA/PO.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS   CONTRACTOR (S) ADDRESS

1.
2.

CHAPTER-2
SCHEDULE OF REQUIREMENT (SOR)

SOR	Item Description	Unit	Qty	Unit Basic Rate (in Rs.)	Packing & Forwarding Charge	CVD/ ED @ ---%	GST @ ----%	Unit Rate (All inclusive) (in Rs.)	Total Cost (in Rs.)
				(a)	(b)	(c)	(d)		
SOR-1	SAP Certified Server with 4 years warranty as per technical specification given in the Chapter-3	Nos	38						
SOR-2	vSphere Std. and vCenter Std with 4 years warranty as per technical specification given in the Chapter-3	Nos	76						
SOR-3	Usable 4 years warranty/support in DC as per technical specification given in the Chapter-3	Nos	01						
SOR-4	SAN Switch (2 in DC and 2 in DR) as per technical specification given in the Chapter-3	Nos	04						
SOR-5	Experienced IT Manpower for SAP HANA hosting Environment as per technical specification given in the Chapter-3	Nos	08						
SOR-6	Window Licence with 4 years Warranty/Support as per technical specification given in the Chapter-3	Nos	28						
SOR-7	Linux Suse Licences with 4 years warranty Support as per technical specification given in the Chapter-3	Nos	145						
SOR-8	Implementation Cost of Complete Hardware and Software Licence etc.	LS	01						
	Sub Total								
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. CGST, SGST, IGST, UTGST etc.
    c. Import duty
    d. Custom duty
    e. Transportation charges
    f. Anti-dumping Duty
    g. Insurance Charges

1.3 The bidder shall submit user manual, instruction manual, operating manual etc. wherever required.
1.4 Equipment offered shall have complete data sheets and detailed description on OEM web sites.
1.5 Octroi/entry tax will be paid extra on production of documentary proof for the same. Prior approval of consignee shall be taken before paying the duties.

CHAPTER-3

Technical Specifications

Technical Specifications of the Equipment's.

Note 1: It may kindly be noted that 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.

Note 2: The Bidder should have OEM authorization specific for this tender.

Note 3:- The tender Fee and EMD is waived off for MSME only.

Note 4:- The Bidder has to ensure that commission must be fulfilled the solution as per Chapter -6 without any additional cost to RailTel.

Technical Specifications

3.1 Specifications of Server:

SN	Minimum Requirement Description
A	Server should be a vSAN certified ready node
	Security: Server should have Hardware (Silicon) root of trust, Cryptographically signed firmware updates, system drift detection and secure erase security features inbuilt.
	SAP Certification: Server should be SAP HANA certified.
	Inbuild Server Management i) Software should be from the same H/W OEM and should integrate with 3rd party vCenter and System Centre, Nagios, CA management console etc. ii) Server Monitoring: Should be able to monitor all system health and systems components (CPU,RAM, HD, FANS, Power Supplies, BIOS, HBA's, NICs, CNA's) through dash board. iii) Power & Temperature monitoring: Should support Real-time power meter, graphing, thresholds, alerts & capping with historical power counters, Temperature monitoring & graphing through dashboard iv)HTML5 support for virtual console & virtual media without using Java or ActiveX plugins, the servers should have dedicated secure Remote management port. iv) Server management console should work seamlessly with existing Open Manage server console
	Mounting of server in existing rack in Data center along with Power supply and Network cabling, installation and configuration of systems, physical connectivity to the switches via FC cables in RailTel Data centre along with supporting cable for HCI configuration.
	Conducting Power On Self-Test (POST) of all compute Network and storage
	Basic server installation and management training to be provided by the

	OEM or Authorized distributor/Partner of OEM.
	Material required for Installation and commissioning of Servers and switches in Data centre to be supplied by Bidder (Patch cords , patch cable connectors etc.)
B	The OEM for the proposed server must be in Leaders quadrant in the last two Gartner's report of "Magic Quadrant for Modular Servers".
C	Intel C621 or higher
D	Max. 2U rack mounted with sliding rails.
E	Should be populated with 2nos. of Intel Xeon Skylake CPU architecture, each CPU should be 16 core 2.3Ghz or more.
F	24 DDR4 DIMM slots RDIMMS& LR DIMMS supporting speeds up to 2933MT/s. Optionally support up to 12 DIMM & 12 NVDIMM
G	Configured with 128GB using 32 GB DIMM's scalable to 1.5TB
H	Front drive bays: Up to 24 x 2.5" SAS/SATA/SSD,
I	12Gbps PCIe 3.0 with RAID 1, 5, 6,10, 50 with 4Gb cache
J	2 nos. of 240GB BOSS card or SATA/SAS SSD in mirrored configuration for OS & 3 nos. of 960 GB SSD SAS and 6x2.4 TB 10k rpm SAS drives.
K	DVD RW
L	Up to 6x PCIe Gen3 Slots
M	2 x 1G RJ45 and 2 x 10G SFP+ populated with Multimode Transceivers.
N	Should support VMware vSphere & VSAN Enterprise Lic. Or Similar etc.
O	Microsoft Windows Server, Hyper-V, VMWare, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES)
P	Platinum rated redundant Power Supply

Q	Dual SD Module slots supporting redundant configuration
R	Support for integration with Microsoft System Center, VMware vCenter
S	Real-time power meter, graphing, thresholds, alerts & capping Temperature monitoring & graphing
T	Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD.
U	Bundled with purpose-built hypervisor with minimal footprint that installs directly on the bare metal x86 server hardware with no dependence on a general purpose OS for greater reliability and security. With ability to create new virtual machines from scratch or based on templates (created from fully configured virtual machines) supporting support for heterogeneous guest operating systems like windows, Suse, Linux etc
V	Virtualization management software console should provide a single view of all virtual machines, allow monitoring of system availability and performance and automated notifications with email alerts.
W	The virtualization management software should provide the core administration interface as a single Web based interface. This interface should be flexible and robust and should simplify the hypervisor control through shortcut navigation, custom tagging, enhanced scalability, and the ability to manage from anywhere with Internet Explorer or Firefox-enabled devices. Virtualization management software console should provide reports for performance and utilization of Virtual Machines. It shall co-exist and integrate with leading systems management vendors

3.2 Specifications of Storage: -

SN	Specifications / Requirements
A	The offered storage should have true symmetric active-active dual controllers where a LUN should be accessible by both the controllers at any given point of time for read and write.
B	The Storage Systems should be supplied with SAS/NV Me/SSD Drives
C	The storage should support automated data tiering between different drive types namely SSD, SAS, and NL-SAS within the same storage array. The storage should be capable of moving data blocks between these drive types (up and down the tier) depending on the access patterns to ensure optimum storage performance.
D	The Storage should be scalable to at least 250 SFF/LFF disk drives on the same set of controllers. This requirement is optional for all flash storage systems.
E	The Storage should support minimum RAID 5, RAID 6 and RAID10 as different applications requires different performance levels
F	Storage System should have multiple Global Hot Spares. One Hot spare disk should be provided for every 30 Disk Drives.
G	Storage should be equipped with minimum 8*32 GBPS FC ports for host connectivity. Required SFPs/Optical Module to be populated from day one

H	The storage system should have minimum 128GB global cache on the same set of proposed dual controllers for both reads & writes. Cache memory should be delivered on DRAM, any other device or HDD should not be considered as cache. Cache shall be completely dynamic for read and write operations.
I	The storage should be with No Single Point of Failure (SPOF). All the components should be redundant and hot swappable including power supply, fans, batteries etc. The proposed storage must support non-disruptive replacement of hardware component
J	The storage must provide non-disruptive firmware/micro code upgrade, device reallocation and configuration changes.
K	Proposed storage system should be supplied with hardware/controller-based encryption.
L	The storage system should have support for multi-path configuration for redundant path to connected hosts. Any Licenses (unlimited/frame based) required for this should be provided with Storage.
M	The storage should have protection of cache data during a power down by DE staging the data in cache to non-volatile Disk.
N	The storage should have Virtual/Thin provisioning and traditional raid group provisioning for Storage allocation to hosts.
O	The storage should support dynamic LUN expansion while LUN is mounted on the host
P	The storage should be able to generate audit logs to record activities including host-initiated actions, physical component changes, attempts blocked by security control.

Q	The storage should have LUN masking or equivalent feature to prevent access of a LUN from unauthorized Hosts.
R	The storage should support multiple operating systems such as Windows, Unix, Linux etc.
S	The storage should be supplied with Storage management, virtual/thin provisioning, Deduplication, Compression as required to meet the technical requirements of the project. The licenses should be supplied for unlimited capacity.
T	Storage management software should be browser based/ web enabled accessible over IP. Storage management s/w should have roles-based access for user accounts to the storage system. Storage management software should provide interface/wizards to perform configuration operations like create LUNs, present LUNs to host, set LUN attributes etc.
U	Offered Storage array shall support third party heterogeneous storage virtualization (native/external) for vendors like, but not limited to, EMC, HP, IBM, Hitachi, Netapp etc. The proposed storage should be able to use the virtualized storage as an external tier to use for the remaining life of the virtualized storage. In case of non-native/external H/w component required, it should be supplied in redundant mode with no single point of failure from day 1.
V	The storage should support both Synchronous and Asynchronous Data Replication to remote site and licenses should be supplied from day1.
W	4 years comprehensive OEM warranty.
X	The offered storage OEM should appear Top 5 Vendors list of IDC India Report in year 2017, 2018 and 2019

3.3 Specifications of SAN Switch: -

SN	Description
A	The switch should support auto-sensing 1, 2, 4 ,8, 16, 32 GBPS, capabilities.
B	The switch shall support different port types such as FL Port, F Port, M Port (Mirror Port), and E Port; self-discovery based on switch type (U Port); optional port type control in Access Gateway mode; F Port and NPIV-enabled N Port.
C	The switch should be rack mountable with required accessories
D	Non-disruptive Microcode / firmware Upgrades and hot code activation.
E	Support for web-based management and should also support CLI.
F	Switch should have Redundant Power Supply
G	The switch should have USB port for firmware download, support, save, and configuration upload / download.
H	4 years comprehensive OEM warranty.

3.4 IT Manpower

SN	Description
A	Experienced IT Manpower for supporting SAP HANA hosting virtualized Environment.

3.5 Windows server Licences

SN	Description
A	Standard edition 2019 Licence with four years Warranty / Support

3.6 Linux Enterprise Licences

SN	Description
A	SUSE Linux Enterprise for SAP Licences with 4 years Warranty / Support.

CHAPTER-4

Commercial Terms & Conditions

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

1.1 Scope of Work for Bidder: RailTel has to provide the services to their enterprise customers. The supplied hardware/software will be deployed at customer end to provide the services.

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 **4 Years** from date of commissioning. 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.

2.2 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 twelve 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.

2.3   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 within 15 days 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.

3. Delivery Period, Validity of Contract and Variation in Quantity

3.1   The supplier will have to supply the material within **60 days** of issue of confirmed LOA/PO. The exact locations/stations (anywhere in India) where material is to be delivered will be advised in the confirmed Purchase Order.

3.2   **Validity of Contract:** The Validity of contract shall be 4 years from the date of acceptance of offer.

3.3   **Variation in Quantities:** 50% variation in the quantities (nos.) may be operated during the period of validity of contract with the approval of competent authority at the same rate as specified in the contract.

4. Long Term Maintenance Support:

Deleted

5. Bill passing & Paying Authority

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

6. Payment Terms

6.1 80% 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) Tax Invoice
(ii) Delivery Challan.
(iii) Purchasers Inspection certificate
(iv) Warranty certificate of OEM/Supplier
(v) Consignee Receipt
(vi) Certificate for Fall Back clause
(vii) Transit Insurance Certificate
(viii) A certificate duly signed by the firm certifying that equipment/material being supplied are new and confirm to technical specifications.

6.2 Balance 20% of value of the part supply on successful installation & commissioning at site. Bidder has to install and commission the equipment within delivery period. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year.

6.3 Manpower Support payment will be done on Quarterly basis at the end of quarter.

6.4 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.

7. Performance Bank Guarantee (PBG)

7.1 The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3% of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

7.2 The earnest money shall be released on submission of PBG. 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.

7.3 The Performance Bank Guarantee (security deposit) will bear no interest.

7.4 This PBG would be released after satisfactory completion of contract including warranty period of 4 years and only after submission of 3 % PBG towards AMC.

7.5 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, Its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

8. Taxes & Duties Taxes:

8.1 The price quoted in the offer should be firm, fixed indicating the break up and inclusive of all taxes and duties like import, custom, anti-dumping, CGST, IGST, SGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

8.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.

8.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filled under GST act.

8.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST act.

8.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

8.6   Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UTGST along with respective HSN/SAC code under GST law (Including tax under reverse charges payable by the recipient).

8.7   Wherever the law makes it statutory for the purchaser do deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

8.8   The imposition of any new tax and/or increase/ in the aforesaid taxes, duties, levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of no payment/default payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to states/central government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

8.9   In case of imported equipment:
Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/ Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to custom Authority by RailTel.

8.10 Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, Insurance and any other charges or cost quoted by the tenderer, including GST payable on reverse charge by RailTel, whenever applicable.

9.   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.

10.   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.

11. Statutory Deduction

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

12. Purchaser's Right to Accept or Reject Bid

12.1 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.

12.2 **Long Term Availability of Spares & System Support**

Deleted

12.3 **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.

13. BID PRICE

13.1 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.

13.2 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.

13.3 **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.

13.4 Except in conditions of clause 12.3 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.

14. 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.

15. List of Documents to be submitted

The bid should consist of following:

1. Power of attorney in favor of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.
2. Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
3. Compliance statement for acceptance of Technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8, 9).
4. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
5. Bid Cover Letter as per Chapter in Tender Document

16. Inspection

16.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by RailTel's authorized representative. The material/equipment/interface cards should be offered for inspection. 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.

16.2 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.

16.3 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.

17. 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, radioactive 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.

18. 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.

19. Earnest Money Deposit (EMD)/ Bid Security

19.1   The bidder shall furnish a sum 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.

19.2   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.

19.3   Offers not accompanied with Earnest Money shall be summarily rejected.

19.4   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.

19.5   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.

19.6   Earnest Money will bear no interest.

20.   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.

21.   TERMINATION FOR DEFAULT

20.1 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.

20.2   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.

22.   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 nay right of action or remedy which has accrued or will accrue thereafter to the Purchaser

23.   Bid Submission and Opening Date

23.1   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.

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

Rail Tel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

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

23.4   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.

24.   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.

25. **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.

26. **Procurement from Manufacturers Authorized agents / Distributors:**

Only Manufacturers or their authorized Agents/ distributors need to quote with tender specific authorization from the manufacturers failing which offers are liable to be ignored.

Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect:

a) Direct dispatch from the premises of the manufacturer to the consignee.

b) Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.

CHAPTER-5

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, : Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (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   2021

for …………………………………………………

(Indicate the name of the Bank)

Witness

1.   Signature
        Name

2.   Signature
        Name

Annex-II

Executive Director,   **Dated: ……………**

RailTel Corporation of India Ltd.

……………………………………

…………………………………....

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

Ref: Tender No…….…………...dated……………….

Dear Sir,

We, M/s……………, are established and reputed manufacturer and service provider of ………………(Product details), having our registered office at ………………………………………………………………………..

We hereby authorise M/s ………………….. (bidder name), Office …………………………………….………….…………. to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

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

Thanking you,

Best regards,

Authorised Signatory

CHAPTER-6

Solution Details

Landscape / System Details	DB	%Distribution over multiple servers	Base SAPS at 65% CPU	Addl Loading on Base SAPS	Recommended SAPS at 65% CPU	Min RAM (GB)	Min Internal Disk (GB) - OS & SWAP	Min Disk (GB) - Data base	HA / Cluster Required?	DR Reqd?	Proposed SAPS	Proposed CPU Core	Proposed RAM	Proposed Boot Disk	Proposed Data Disk
Development Landscape		-	-	-	-	-	-	-							
SAP S/4HANA HANA DB	HANA					256		1024				32	256	200	1024
SAP BW4HANA DB	HANA					128		512				16	128	200	600
SAP LSO HANA DB	HANA					256		1024				32	256	200	1024
SAP Enable Now HANA DB	HANA					64		256				8	64	200	400
SAP Fiori FES HANA DB	HANA					128		512				16	128	200	600
SAP Enterprise Portal HANA DB	HANA					128		512				16	128	200	600
SAP Business Objects HANA DB	HANA					64		256				16	256	200	400
SAP PO HANA DB	HANA					128		512				16	128	200	600

SAP GRC HANA DB	HANA					128		512			16	128	200	600
SAP S/4HANA Application System				4000	20		60	100			4	24	100	200
SAP BW4HANA Application System				3000	16		48	100			4	16	100	200
SAP LSO Application System				4000	20		60	100			4	24	100	200
SAP Enable Now Application System				3000	16		48	100			4	16	100	200
SAP Fiori FES System				3000	16		48	400			4	16	100	400
SAP Enterprise Portal System				3000	16		48	400			4	16	100	400
SAP Business Objects System				6000	32		96	150			8	32	100	400
SAP Process Orchestration Server				3000	16		48	400			4	16	100	400
SAP DMS Server				3000	16		48	100			4	16	100	200
SAP GRC System				3000	16		48	400			4	16	100	500
														8948
Quality Landscape		-	-	-	-	-	-	-					
SAP S/4HANA HANA DB	HANA				400		1600				13	200	200	2.5 TB

SAP BW4HANA DB	HANA				256				1024			8	128	200	1.5 TB
SAP LSO HANA DB	HANA				284				1136			9	142	200	1.5 TB
SAP Enable Now HANA DB	HANA				64				256			4	32	100	400
SAP Fiori FES HANA DB	HANA				256				1024			8	128	200	1.5 TB
SAP Enterprise Portal HANA DB	HANA				128				512			5	64	100	700
SAP Business Objects HANA DB	HANA				128				512			5	64	100	700
SAP PO HANA DB	HANA				128				512			5	64	100	700
SAP GRC HANA DB	HANA				256				1024			8	128	200	1.5 TB
cv d				7540	40	120	100					8	64	100	300
SAP BW4HANA Application System				4000	20	60	100					4	32	100	300
SAP LSO Application System				4000	20	60	100					4	32	100	300
SAP Enable Now Application System				3000	16	48	100					4	16	100	300
SAP Fiori FES System				3000	16	48	400					4	16	100	600
SAP Enterprise Portal System (ESS)				4000	20	60	400					4	32	100	600

											DR					
SAP Business Objects System					6000	32	96	150					4	32	100	500
SAP Process Orchestration Server					3000	16	48	400					4	16	100	700
SAP DMS Server					3000	16	48	100					4	16	100	300
SAP GRC System					3000	16	48	400					4	16	200	700
Production Landscape		-	-	-	-	-	-	-								
SAP S/4HANA System (CPM, BPC, AM)		**11600**	30%	**15080**						Yes, DR required for Production systems. Thin provisioning / minimal configuration may be considered for						
HANA Database	HANA					400		1600	Yes				13	200	200	2.5 TB
Application Central Instance		**30%**	3480		4524	24	72	100	Yes				8	32	100	300
Application Servers		**70%**	8120		10556	56	168	150	Yes				8	64	250	400
SAP BW/4HANA System		**4800**	30%	**6240**												
HANA Database	HANA					256		1024	Yes				8	128	200	1.5 TB
Application Central Instance		**30%**	1440		1872	16	48	100	Yes				8	24	100	300

Application Servers		70%	3360		4368	36	108	150	Yes	cost optimized solution		8	64	200	400
SAP LSO System (HR)			**4300**	30%	**5590**										
HANA Database	HANA					284		1136				9	142	200	1.5 TB
Application Central Instance		30%	1290		1677	12	36	100	Yes			8	24	100	300
Application Servers		70%	3010		3913	32	96	150	Yes			8	64	200	400
SAP Enable Now System			**4000**	30%	**5200**										
HANA Database	HANA					64		256				4	32	100	400
Application Servers		100%	4000		5200	28	84	200				4	32	200	400
SAP Fiori FES System			**5100**	30%	**6630**										
HANA Database	HANA					256		1024	Yes			11	128	200	1.5 TB
Application Central Instance		20%	1020		1326	12	36	100	Yes			4	24	100	400

Component	Type	%		%										
Application Servers		80%	4080		5304	44	132	150	Yes		8	64	200	400
SAP Enterprise Portal System (ESS)			**5400**	30%	**7020**									
HANA Database	HANA					128		512	Yes		5	64	200	800
Application Central Instance		20%	1080		1404	12	36	100	Yes		4	24	200	300
Application Servers		80%	4320		5616	44	132	150	Yes		8	64	200	400
SAP Business Objects			**10000**	20%	**12000**									
HANA Database	HANA					64		256	Yes		4	32	200	400
Intelligence Tier			4000		4800	24	96	150			4	24	150	300
Processing Tier			4000		4800	24	96	150	Multinode Cluster		4	24	150	300
Web Tier			2000		2400	12	48	100			2	12	100	200
SAP Process Orchestration					**4 Cores**									

HANA Database	HANA					128		512			2	64	200	700
Application Central Instance									Yes		2	16	50	100
Application Servers									Yes		2	16	50	100
SAP Content Server (DMS)			**3000**	30%	**3900**									
Database Server (Active)		**100%**	3000		3900	20	60	300	Multi-node cluster/ DB in Active Passive cluster		2	10	100	400
Database Server (Passive)		**100%**	3000		3900	20	60	300			2	10	100	400
SAP GRC System			**5300**	30%	**6890**									
HANA Database	HANA					256		1024			4	128	200	1024
Application Central Instance		**20%**	1060		1378	12	36	100	Yes		2	16	100	150
Application Servers		**80%**	4240		5512	44	132	150	Yes		4	44	100	200

SAP Solution Manager			4000		4000									
HANA Database	HANA					256		1024			3	128	200	1024
Solman App. Server. (ABAP)		100%	2000		2000	16	48	500	Yes		4	16	100	500
Solman App. Server. (JAVA)		100%	2000		2000	16	48	400	Yes		4	16	100	400
Additional Components														
Web Dispatcher					4000	16		50	Yes	Yes	2	16	50	100
Reverse proxy					2000	16		50	Yes	Yes	2	16	50	100
SAP Router					2000	16		50	Yes	Yes	2	16	50	100