



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
(भारत सरकार का एक उपक्रम)

**RAILTEL CORPORATION OF INDIA LIMITED**  
(A Govt. of India Undertaking)

**SPECIAL LIMITED TENDER DOCUMENT**

**FOR**

**Tender document for "Supply, Installation, Testing & Commissioning of SAN  
Switches at DC & DR of RailTel"**

**E-निविदा संख्या: RAILTEL/TENDER/LT/CO/ITP/2024-25/SAN Switch/010**

**OPEN E-TENDER NO. RAILTEL/TENDER/LT/CO/ITP/2024-25/SAN Switch/010**

**(Single Packet System)**

**Sold to \_\_\_\_\_**



**RailTel Corporation of India Ltd.**  
 Plate-A, 6th Floor, Office Tower-2,  
 NBCC Building, East Kidwai Nagar, New Delhi-110023  
 P:011-22900600, F: 011-2290069

**Open E-Tender Notice No.: RAILTEL/TENDER/LT/CO/ITP/2024-25/SAN Switch/010**  
**Dtd. 20.02.2025**

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in One Packet System for **“Supply, Installation, Testing & Commissioning of SAN Switches at DC & DR of RailTel”**.

a)	Opening date of Tender downloading	20.02.2025
b)	Last date for submission of bids	18.03.2025 up to 15:00 Hrs. (Online)
c)	Opening of bids	18.03.2025 at 15:30 Hrs. (Online)
d)	Estimated Cost of Tender	Rs. 1.72 Cr. inc. taxes
e)	Earnest Money (EMD)	Rs. 3,43,900/- is to be made in favor of RailTel Corporation of India Ltd. online through e-Nivida Portal

f) Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e- portal <https://railtel.enivida.com> (E-NIVIDA). For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from e-nivida portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

**ED/ITP**

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CHAPTER-1

OFFER LETTER

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

Ref: RailTel/Tender/LT/CO/\_\_\_\_\_

Date:\_\_\_\_\_

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **30 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **60 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. \_\_\_\_\_ (\_\_\_\_amount in words\_\_\_\_) herewith submitted as “**EMD**”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **specified days as per tender** after issue of Purchase Order/LOA.

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF ONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

## CHAPTER- 2

## SCHEDULE OF REQUIREMENT

SOR	ITEM DESCRIPTION	UOM	QTY	Unit Rate (All inclusive) (in Rs.)		Total Cost (All inclusive) (in Rs.)	
				In Fig	In word	In Fig	In word
SOR-A	Supply and Installation & Commissioning of Item						
1)	SAN Switch (minimum 96*32 Gbps FC ports) and accessories for installation as per Technical Specification given in Chapter-3A.	Nos	4				
Sub Total (in Rs.):							
SOR-B	Annual Maintenance Charges (AMC)						
1)	Annual Maintenance Charges (AMC) after warranty period of SOR-A Item No. 1 as per Tender Document	Years	5				
Sub Total (in Rs.):							
Grand Total (in Rs.):							
Grand Total (In Words):							

**Note:**

I.	<p>a) Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with tax break-up as per Performa attached as Annexure-A). The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5).</p> <p>b) It shall be the responsibility of Tenderer to transport the equipment to site for Installation &amp; Commissioning.</p>
II.	Tenderers should submit the detailed configuration of each type of equipment indicating quantities of various modules/sub modules/cards/Licenses/sub racks including the vacant slots in the sub racks/chassis for further expansion. Detail BOM of each equipment supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM.
III.	The Tenderer shall attach Unit Rate Analysis of Schedule of Requirements (cost of each sub-assembly, card, module, Licenses etc.) in their Price Bid. The quoted Unit Rates should correspond to the referred unit Rate.
IV.	Tenderer must also furnish unit rate of all the supply of item mentioned in the SOR. These will also form part of the Rate Contract for procurement of items as when required.
V.	Bidder has to quote for all SOR, and evaluation will be done on totality (SOR-A + SOR-B).
VI.	<p>The tenderer will be fully responsible for Supply of Equipment/hardware/software cards/interfaces/license and all related items for installation and commissioning of the network including the following:</p> <p>a) Integration with existing DC infrastructure as required by RailTel.</p> <p>b) Spares required for Commissioning during warranty.</p> <p>c) All necessary cables and connectors and other accessories required for installation.</p>
VII.	Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM for this tender.
VIII.	The Bidder shall submit the OEM vetted Bill of Material (BOM) and OEM vetted Technical Specifications.

## Annexure-A

## Tax Breakup for SOR

SOR	Des crip tion	Total Qty	Basic Unit Price (exclusive of all levies and charges)	Pkg & Forwardin g Charges		Freight & Insurance Charges		CGST/ SGST/ IGST/ UTGST etc.		Price Per Unit (all inclusive) for delivery at destination (4+6+8+10)	
				%	Amt	%	Amt	%	Amt	Amt (In Rs.)	In word
1	2	3	4	5	6	7	8	9	10	11	12
<b>SOR-A (Supply and Installation &amp; Commissioning of Item)</b>											
Item No. 1											
<b>Total of SOR-A</b>											
<b>SOR-B (AMC)</b>											
<b>Item no. 1</b>											
<b>Total of SOR-B</b>											

**CHAPTER-3-A****Scope of Work & Technical Requirement****1. Scope of Work-**

The primary objective of this tender document is to select a bidder who shall supply, install, test and commission the SAN switches at Data Centers. The key guidelines and scope should cover the following components:

- i. Bidder has to provision SAN switches as per requirement. Configuration and implementation related inputs of DC /DR infrastructure shall be shared with selected bidder.
- ii. Passive material required, cables, ties, cable manager, tagging/labelling etc. will in the bidder scope and will be done as per datacentre standards. For cables CommScope, Belden, R&M or equivalent shall be considered.
- iii. All ports, Capacity, Power Supply asked is from Day-1, Bidder has to provision the SFPs, Power Modules from day-1.
- iv. The bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the devices as mentioned in the scope and specification in the tender document, including but not limited to the devices, equipment, hardware, accessories, software, licenses, tools, etc. shall also be provisioned according to the requirements without any additional cost to RailTel.
- v. The bidder shall provide warranty for a period of 3 (Three) years as part of scope of this tender. Bidder should submit OEM undertaking to provide warranty/support for 3 years for supplied component by respective OEM and should have back-to-back warranty/support arrangement with respective OEM to ensure smooth operations during the contract period.
- vi. Necessary arrangement and Coordination with OEM will be the responsibility of bidder.
- vii. All supplied items must be equipped with **dual power source** from day-1.

**2. Technical Requirement:****Item No. 1 of SOR (SAN Switches):**

SN	Technical Specification of SAN Switches	Compliance (Yes/No)
1	SAN switch should be supplied with minimum 96 * 32Gbps FC ports and all ports should be active with required license and fully populated modules from day one.	
2	Required ports shall not be achieved by cascading the number of switches and shall be offered within the common chassis only.	
3	The switch should support auto-sensing of 8 Gbps and 16 Gbps capabilities.	
4	The switch shall support different port types such as F-Port & E-Port.	
5	Switch should have LED indicators for active system components like FAN, PSU, Ethernet ports, FC Ports, management ports, Chassis status, etc.	
6	Switch should provide Analytics capability and traffic visibility for any ports at any time in real time on the 32-Gbps line card.	
7	Switch shall have support for web-based management and should also support CLI.	

8	The switch should have USB port for firmware download, support save, and configuration upload/download. Switch should support bi-directional airflow	
9	Switch shall provide POST and online/offline diagnostics, Fcping and Pathinfo (FC Traceroute), port mirroring (SPAN Port), Internal loopbacks, Syslogs, FC debug, online system health, tricolor LEDs for Switch level component status.	
10	Offered SAN Switch shall provide services such as Quality of Service (QoS) to help optimize application performance, Inter-VSAN Routing (IVR), Logical Unit Number (LUN) zoning, VSAN-based access control. It should be possible to define high, medium and low priority QoS Zones to expedite high-priority traffic.	
11	SAN switch shall support to restrict data flows from less critical hosts at preset bandwidths	
12	The Switch shall provide Redundant and hot swappable power supplies. Should allow hot swap ability without resetting the switch or affecting the operations of the switch. Redundant FAN should be provided.	
13	The switch should be capable to interface with host-based adapters (HBA) of multiple OEM, supporting multiple Operating Systems	
14	Inter VSAN routing to be enabled from day1. All required licenses to be supplied from day1.	
15	Proposed switch should be NVMe ready to allow seamless transition to related workloads without any SAN switch upgrade.	
16	Switch should support secure boot to allow only OEM's Genuine software to be loaded on switches.	
17	Optics & Management software should be from the same Switch vendor.	
18	Passive Cabling required for connectivity of SAN Switch, Existing Servers and Existing SAN nd NAS Storage shall be responsibility of Bidder.	
19	3 years Comprehensive OEM Warranty and Support.	
20	Installation, Configuration and Management training to be provided by the OEM of supplied product.	

### 3. Data Center Service Requirements:

Bidder shall be responsible for the following Data Center Services:

- i. Supply, Installation, Configuration, performance Tuning & Integration, Performance Testing, Acceptance Testing, Commissioning and Training of the supplied hardware as per Schedule of Requirements.
- ii. Bidder should have backend tie-ups with the respective OEMs to provide required technical support for the supplied Hardware, Software, Network equipment and Network for their installation, Configuration, fine-tuning, integration with existing components and commissioning to meet the functional requirements.

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**CHAPTER-3-B****INSPECTION AND INSTALLATION, TESTING & COMMISSIONING****1. TESTS AND MEASUREMENTS**

All equipment's shall be subjected to tests as per technical specification and requirement specified in Chapter-3, Part-A, at manufacturer facility/premises and a test report for each equipment duly signed by the testing authority and accepted by suitable authority shall be submitted along with the equipment.

**1.1 TEST CATEGORIES**

**1.1.1** The following tests shall be conducted for acceptance of the equipment and the system before final acceptance of the system.

- i) Pre-commissioning test (after installation) for total integrated system.
- ii) Site Acceptance Testing (SAT)
- iii) Trial Run / Field Trials.

**1.1.2** These tests shall be carried out on all equipment supplied by tenderer including those supplied by sub-vendors, if any. Tenderer shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

**1.1.3** All technical personnel assigned by Tenderer shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere or be interfered by other concurrent testing, construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by Purchaser/Engineer.

**1.1.4** Test Plan: The Contractor shall submit to Purchaser 'Test Plans' well in advance of commencement of actual testing in each of the above-mentioned test categories. The plans shall include:

1.1.4.1 System/Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.

1.1.4.2 Test procedures (including time schedule for the tests) and identification of test inputs details and desired/expected test results

**1.1.5** Test Report: The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by Tenderer. The Test Reports shall be given for each equipment/item and system as a whole. The report shall contain the following information to a minimum:

1.1.5.1 Test results

1.1.5.2 Comparison of test results and anticipated/expected (as per specifications) test result as given in test plans and reasons for deviations, if any.

1.1.5.3 The data furnished shall prove convincingly that:

- a. The system meets the Guaranteed Performance objectives
- b. Mechanical and Electrical limits were not exceeded.
- c. Failure profile of the equipment during the tests are well within the specified limits.

**1.1.6 Failure of Cards/Components:**

Till the system is accepted by the Purchaser, a log of each and every failure of cards/components shall be maintained. It shall give the date and time of failure, description of failed component/ card with serial no., lot no. etc., circuit, module, component designation, effect of failure of component on the system/ equipment, cause of failure, date and time of repair, mean time to repair etc. Repair/modification done at any point of time at one site shall be carried out by Tenderer at all the sites. Detailed documentation for the same shall be submitted to Purchaser for future reference.

If the malfunction and/or failures of a unit/module/sub-system/equipment repeat during the test, the test shall be terminated and Tenderer shall replace the necessary component or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start.

If after the replacement the equipment still fails to meet the specification, Tenderer shall replace the equipment with a new one and tests shall begin all over again. If a unit/ subsystem/module have failed during the test, the test shall be suspended and restarted all over again only after the Tenderer has placed the Equipment back into acceptable operation. Purchaser's approval shall be obtained for any allowable logical time required to replace the failed component/unit/module/sub-system.

#### **1.1.7 Re-adjustments:**

No adjustments shall be made to any equipment/cards during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, Tenderer shall carry out only those readjustment needed to ready the equipment/system for continuance of tests. A log of all such adjustments shall be kept giving date and time, equipment, module, circuit, adjustments, reasons, test result before and after adjustment etc. Fresh acceptance tests shall be conducted after the readjustments have been completed.

### **1.2 FACTORY ACCEPTANCE TESTING (FAT): Deleted**

### **1.3 INSTALLATION:**

After successful completion of Factory Acceptance Test or acceptance report of equipment on the basis of certified manufacturer test report, equipment shall be sent to site for installation.

All equipment shall be checked for completeness as per the specifications of equipment required for a particular station. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the RailTel.

If during installation and commissioning any repairs are undertaken, the maintenance spares supplied with equipment shall not be used for the repair. Tenderer shall arrange his own spare parts for such activities till such time the system has been finally accepted by the Purchaser. A detailed report & log of all such repairs shall be made available by the Tenderer to Purchaser/Engineer and shall include cause of faults and repair details, within two weeks of fault occurrence.

Tenderer shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, inter-bay and inter-

equipment cables, power/earthing cables, connectors, anchoring bolts, nuts, screws, washers etc. as needed.

The bidder has to ensure that installation of equipment shall be done as to present neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays. No cable shall be visible. Equipment installed at one of the site shall be made as model site and Tenderer shall take approval from Purchaser/engineer on various aspects etc.

#### **1.4 PRE-COMMISSIONING**

On completion of installation of equipment, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the Tenderer on his own.

A list of Pre-Commissioning tests (same as approved by the Purchaser/Engineer for Site Acceptance Testing) and activities shall be prepared by Tenderer and the test shall be carried out by the Tenderer on his own. After the tests have been conducted to the Tenderer own satisfaction, the Tenderer shall provide the test results for review by Purchaser/Engineer and then offer the system for Site Acceptance Testing.

During pre-commissioning, if any fault occurs to any equipment or system, Tenderer shall identify the same and provide report/history of all faults to the Purchaser.

Tenderer shall ensure that the spares meant for operation and maintenance are not used during installation and commissioning.

#### **1.5 SITE ACCEPTANCE TESTING (SAT)**

On completion of Pre-commissioning, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the Tenderer under the presence of Purchaser/Engineer.

The tests shall include, but not be limited to the following:

- 1.5.1** Checks for proper installation as per the approved installation drawings for each equipment/item and system as a whole.
- 1.5.2** Guaranteed performance specifications of individual equipment/item.
- 1.5.3** Self-diagnostics test on individual equipment.
- 1.5.4** Tests on metering and alarm panels
- 1.5.5** Tests on remote alarm transmission and reception
- 1.5.6** System tests on per hop basis and END TO END for the ring/link, all complete.

#### **1.6 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)**

On installation of the equipment, the contractor shall certify and advise RailTel Supervisor where equipment has been installed, in writing that the installation is (i) completed (ii) ready for satisfactory commercial service and (iii) ready to be handed over. After successful completion of Site Acceptance Testing, a report (SAT) shall be forwarded to **Contract Management Authority i.e. ED/ITP/CO**. Provisional Acceptance Certificate (PAC) will be issued by **Contract Management Authority i.e. ED/ITP/CO**. PAC will not be held back for want of minor deficiencies not affecting the functioning of the equipment. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

#### **1.7 TRIAL RUN/FIELD TRIALS**

Upon conclusion of the site acceptance testing, the Tenderer shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period Tenderer shall provide all specialist Engineers & Technicians including experts at the NMS to maintain the total log, incidents, failures & for assisting site engineer & for total co-ordination. However, the normal operation and maintenance of the system shall be performed by the personnel of the Purchaser trained for the purpose.

If during 'TRIAL RUN/FIELD TRIALS' any defect is noted in the system, the Tenderer shall rectify, replace the same to the satisfaction of Purchaser/Engineer. The decision to repeat the final test or restart the 'Trial / Field Trials' shall be of Purchaser/Engineer depending upon the severity of the defect.

During trial run / field trial, if any fault occurs to any equipment of system, Tenderer shall identify and rectify the same and provide report, history of all faults to the Purchaser.

Ideally, during the 'TRIAL RUN / FIELD TRIALS', no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept for each manned/unmanned station and the availability of the system on per hop and end to End basis shall be calculated, accordingly and results submitted to Purchaser/engineer. If the system fails to come up to the guaranteed performance, the Tenderer, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the Tenderer. In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages. If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser shall be free to take any action as he deems fit against the Tenderer and to bring the system to the guaranteed performance with the help of third party at the expense of the Tenderer.

## 1.8 FINAL ACCEPTANCE CERTIFICATE (FAC)

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of PAC provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate against the contract shall be issued by **Contract Management Authority i.e. ED /ITP/CO**. Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

## 1.9 QUALITY ASSURANCE

- 1.9.1 Tenderer shall submit the details of Quality Assurance program followed by them beginning with raw materials, active, passive and fabricated components, units, sub-assemblies, assemblies, wiring, interconnections, structures etc. to finished product. Tenderer shall obtain and forward the Quality Assurance Program for equipment supplied by Sub-vendor, if any.
- 1.9.2 The Purchaser/engineer reserves the right to inspect and test each equipment at all stages of production and commissioning of the system. The inspection and testing shall include but not be limited to raw materials. Components, sub-assemblies, prototypes, production units, guaranteed performance specifications etc.
- 1.9.3 For inspection and testing, Tenderer shall arrange all that is required e.g. quality assurance personnel, space, test instruments etc. for successful carrying out of the

testing by the Purchaser/Engineer, at Tenderer cost, at the Manufacturer's works/tenderer premises/site.

- 1.9.4** Purchaser/Engineer shall have free entry and access to any and all parts of the Manufacturer's facilities associated with manufacturing and testing of the system at any given time.
- 1.9.5** It shall be explicitly understood that under no circumstances shall any approval of the Purchaser/Engineer relieve the Tenderer of his responsibility for material, design, quality assurance and the guaranteed performance of the system and its constituents.
- 1.9.6** Tenderer shall invite the Purchaser/Engineer, at least 7 days in advance, of the date at which system shall be ready for Inspection and Testing. All relevant documents and manuals approved Engineering drawings etc. shall be available with the Purchaser/Engineer well in advance of the start of Inspection and Testing.
- 1.9.7** Purchaser or his representative shall, after completion of inspection and testing to their satisfaction, issue factory acceptance certificates to release the equipment for shipment. No equipment shall be shipped under any circumstances unless a factory acceptance certificate has been issued for it, unless agreed otherwise by Purchaser/Engineer.

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**Chapter – 3C****E-tendering Instructions to Bidders****1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

- i. Following are the instruction for online bid submission as per the term and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>.

**2. REGISTRATION:**

- i. Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal (Approx Rs.2360/-) - Per vendor/per year.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- vii. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.
- viii. After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account

**3. SEARCHING FOR TENDER DOCUMENTS**

- i. There are various search options built in the RailTel Corporation Of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking /

Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

#### **4. PREPARATION OF BIDS**

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with colored option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- v. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **5. SUBMISSION OF BIDS**

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

Please feel free to contact RailTel E-Nivida Helpdesk (as given below) for any query related to e-tendering.

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Rajeev Kumar: Sr. DGM/ITP

Telephone 0124-2714000

E-mail ID: [rajeevkumar@railtelindia.com](mailto:rajeevkumar@railtelindia.com)

RailTel Contact-II (for general Information)

Neha Singh: DGM/ITP

Telephone 0124-2714000

E-mail ID: [neha.singh@railtelindia.com](mailto:neha.singh@railtelindia.com)

## **7. BID RELATED INFORMATION FOR THIS TENDER**



The entire bid-submission would be online on RailTel E-Nivida Portal.

Broad outline of submissions are as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii. Submission of digitally signed copy of Tender Documents/Addenda
- iii. Single Packet
- iv. Online response to Terms & Conditions of Tender.

**NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel e-Nivida Portal.**

## **8. ONLINE SUBMISSIONS:**

The bidder is required to submit all the relevant documents online only with the following documents.

- a) EMD submission as per details mentioned in tender notice.
- b) Tender Cost submission as per details mentioned in tender notice.
- c) Power of attorney to be submitted online in accordance with Clause – 6.25.3, Chapter 6 Original copy is needed to be submitted by the successful bidder before issuance of LOA.

## **9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS**

Eligibility criteria related documents as applicable shall also be scanned and submitted “ONLINE”.

**NOTE:** In case of internet related problem at a bidder’s end, especially during ‘critical events’ such as a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder’s responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider’s end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

## **10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com/>.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from RAILTEL E-NIVIDA portal, and this should be done well before the deadline for bid-submission.

## **11. SUBMISSION OF OFFERS AND FILLING OF TENDER:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

## **12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:**

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the

tender documents alone shall be allowed to attend the tender opening.

**13. E- REVERSE AUCTION: Deleted.**

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**CHAPTER 4****COMMERCIAL TERMS & CONDITIONS****1. General**

- 1.1. The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2. The offer should remain valid for a minimum period of 30 Days from the date of opening of tender as indicated in Bid Data Sheet (BDS) Chapter 5.
- 1.3. Supporting documents such as certificate of registration, partnership deed, MOA, AOA etc. to be submitted along with the Bid.
- 1.4. The bidder should be registered with the GST Registration Authorities. Copy of GST Registration Certificate is required to be submitted.
- 1.5. The bidder should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of tender. Self-Declaration on company letterhead is to be submitted in this regard.

**2. Warranty**

- 2.1. The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter 5. The supplier 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 or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 30 days, the Purchaser may proceed to do the work at the contractor's cost, 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.

**2.4. Warranty Support**

- 2.4.1. Material for repair during Warranty Period shall be handed over /taken over to contractors engineer at RailTel Data Center Gurgaon/Secunderabad.
- 2.4.2. During the warranty period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when

called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.

- 2.4.3.** During the free warranty maintenance period contractor should stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free the same also will have to be done by the contractor at no cost to RailTel as to make good all the deficiencies.

**2.4.4. Replacement Services**

**a) For Hardware:**

In case of hardware failure, the replacement must be given in next business day. If the bidder fails to replace as per below mentioned duration, the following penalties will be imposed subjected to maximum penalties up to 10% of the cost of total PO/LOA value.

Equipment	Duration of repair	Deduction/Penalties
Any Modules or accessories	More than 1 days and up to 7 days	2% of the cost of equipment.
Any Modules or accessories	More than 7 days and up to 15 days	10% of the cost of equipment.
Any Modules or accessories	More than 16 days and up to 30 days	25% of the cost of equipment.
Any Modules or accessories	More than 30 days	100% of the cost of equipment.

**b) For Software/ License/ Support/ Subscription:**

Equipment	Duration of repair	Deduction/Penalties
Disruption of Any Software or License or Support or Subscription	More than 1 days and up to 7 days	2% of the cost of product.
	More than 7 days and up to 15 days	10% of the cost of product.
	More than 16 days and up to 30 days	25% of the cost of product.
	More than 30 days	100% of the cost of product.

**Note:**

- i. OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.
- ii. The above replacement services will be applicable during warranty and AMC period.

- 2.4.5.** After the proposed network is commissioned and placed in service and after Provisional Acceptance Certificate (PAC) is issued, the contractor shall be responsible for proper OEM support of the supplied solutions at free of cost for complete contract period from the Successful commissioning of the supplied solutions.

**3. Long Term Maintenance Support**

- 3.1.** Bidder shall provide maintenance support for a minimum period of 5 years after successful completion of warranty obligations. The long term maintenance support shall be comprehensive and include all hardware and software equipment supplied against this

contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 2 above (Warranty) of tender document & its sub clauses will be applicable.

- 3.2. Bidder shall be paid @ 5% (minimum) of supply cost (basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e. issue of AMC LOA.

If the bidder wants to quote higher than 5% and cost (five year) for the same may be included in SOR. Cost breakup (Supply & AMC) shall be given in case of AMC higher than 5% per annum, he will be paid at his quoted rate per annum as per quoted price. Total AMC cost for five years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 5 years after completion of warranty. This period of 5 year may be extended further with mutual consent of RailTel and Bidder/OEM.

In case a bidder quotes AMC rates lower than 5% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 5%) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 5% per annum.

- 3.3. Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by RailTel DC Team representative.
- 3.4. Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are as per tender document.
- 3.5. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in term of contract, these would be paid to it/him as per the contract terms".
- 3.6. The RailTel will issue LOA of AMC with Supply and I&C LOA to contractor. The PBG submitted by the contractor to include both Supply, I&C (SOR-A) and AMC (SOR-B) items. The contractor will be required to confirm and submit that the AMC has been bought from the OEM for AMC period.

**Note:** The acceptance of the above clauses is mandatory and specific acceptance from bidder/OEM is required to be enclosed as per Form no. 4 (**Performa for Long term maintenance support**) given below. Any deviation / non acceptance may lead to rejection of the bid.

#### 4. Delivery Period

The materials as per SOR are required to be delivered within period as indicated in Bid Data Sheet (BDS, Chapter 5) to the site /transported to different locations which will be provided by RailTel to the successful bidder.

#### 5. Payment Terms

- 5.1. Payment shall be made in Indian Currency (Rs.) 75% payment of the value of the supply items would be made on receipt of material by the consignee (at site / the stores) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- i) Tax Invoice (GST)
- ii) Delivery Challan/e-way bill.
- iii) Packing list.
- iv) Factory Test Report/Certified manufacturer Test Report
- v) Purchaser's Inspection certificate
- vi) Consignee receipt
- vii) Warranty certificate of OEM
- viii) Insurance certificate
- ix) Certificates duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.

- 5.2. 15% payment of the value of Supply item of the PO shall be made by RailTel on successfully Installation & Commissioning at site based on SAT Report issued by RailTel DC Team, 5% payment of value of Supply items of the PO on issue of Provisional Acceptance Certificate (PAC) and the last 5% payment of the value of Supply items of the PO shall be made by RailTel on issue of Final Acceptance Certificate (FAC) which will be issued by **Contract Management Authority i.e. ED /ITP/CO**.
- 5.3. 20% payment of value of supply items of the PO which could not be installed and commissioned within 60 days for any reason will be made after PAC with approval of **Contract Management Authority i.e. ED /ITP/CO** and remaining 5% on issue of FAC as per clause 5.2.
- 5.4. RailTel shall make payments after the submission of invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is ED/ITP/CO. All Bills shall be submitted to **DGM/ITP/CO** for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

## 6. Performance Bank Guarantee (Security Deposit):

- 6.1. The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10 % 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 four 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. PBG claim period should also be till 1 year after PBG Validity.
- 6.2. The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 6.3. The Performance Bank Guarantee (security deposit) will bear no interest.
- 6.4. This PBG would be released after satisfactory completion of contract including warranty and AMC period plus 4 months.
- 6.5. 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 own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 6.6. The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the contractor.

- 6.7. A Performance Bank Guarantee (PBG) shall be furnished within 30 (thirty) days of issue of LOA/PO and it should be valid for a period of 40 months initially and shall be renewed on annual basis. PBG shall remain valid for a period of 4 months beyond the date of completion of all contractual obligations of the Bidder including warranty and AMC obligations.

**7. Taxes & Duties:**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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).
- 7.7. Wherever the law makes it statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 7.8. 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.
- 7.9. 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.
- 7.10. 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.

- 7.11. In regard to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.

## **8. Insurance**

- 8.1. The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of PAC by RailTel. Insurance policy has to be kept valid by the contractor till issue of PAC by RailTel.
- 8.2. The Contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.
- 8.3. It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

## **9. Liquidated Damages**

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent (including elements of taxes, duties, freight, etc.) per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order for any reason whatsoever attributed to failure of tenderer. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

## **10. Transportation**

The rates quoted should be CIP destination. The destination shall be defined RailTel DC/DR or nominated office of RailTel in the proposed sections which shall be indicated by RailTel's representative.

## **11. Statutory Deduction**

These will be made at source as per the rules prevalent in the area of work.

## **12. Deleted.**

## **13. Deleted.**

## **14. Evaluation of Offer:**

- 14.1. For the purpose of relative ranking of offers, all-inclusive value for entire supply, supervision of installation, testing & commissioning, warranty period support and training and AMC shall be taken into account.
- 14.2. Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.



- 14.3.** The tenderer should make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel.
- 14.4.** The bidders should quote for all items & the offer will be evaluated in totality (Total Cost including Tax). The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications given in **Chapter-3A**.

## **15. Security Considerations & Security Agreement**

- 15.1.** While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 15.2.** 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, the successful tenderer/OEM 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 template agreement between Telecom Service Provider and the vendor of equipment, product and services (available on DoT website). The tenderer must submit a declaration along with their bid.
- 15.3.** The Network is being provided primarily to meet the requirement of Indian Railways. Accordingly, the network shall take into consideration the National Security requirement and National Security aspects indicated by the Indian Railways.

## **16. Purchaser's Right to Vary Quantities and Rate Contract**

### **16.1. Purchaser's Right to Vary Quantities**

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order as indicated in Bid Data Sheet (BDS) Chapter 5 without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

### **16.2 Rate Contract Terms**

16.2.1 RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of Equipment & Cards as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of PAC and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment & Cards detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for these SOR items, however, there is no guaranteed off take against this Rate Contract.

16.2.2 A standing Performance Bank Guarantee of Rs. 05 lakh for due fulfillment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract. The supplier shall have to supply, installation, commissioning the equipment/solution against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders and should submit a

Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 10% of the value (rounded off to nearest Thousands of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub P.O. is for the satisfactory performance of materials and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately.

16.2.3 Extension of time for submission of PBG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA/ Sub PO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30(thirty) days, i.e. 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA/ Sub PO, the contract shall be terminated duly forfeiting other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender of the work. Performance Bank Guarantee/ Standing Bank Guarantee will bear no interest. The payment conditions against Rate Contract will be as under:

16.2.4 Payment term for RC items will be same as per the payment term mentioned in clause No. 5 of this tender.

**17. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid**

The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

**18. Execution of Purchase Order**

- 18.1. The successful bidder has to submit the copy of the Purchase order duly signed on each page including Annexures & will submit the Performance Bank Guarantee as per Clause no. 6 for due fulfillment of the PO.
- 18.2. If the successful bidder fails to submit the accepted copy of PO and required PBG within 30 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. The Tenderer shall also submit the inspection plan, Implementation plan etc. within 30 days period.
- 18.3. In the event of any tenderer, whose tender is accepted, refuses to execute the PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

**19. Annulment of Award**

Failure of the successful bidder to comply with the requirement of various clauses of tender document shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.

**20. Earnest Money Deposit (EMD)/ Bid Security**

- 20.1. The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money as per the details shared in the NIT.

**20.2.** 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.

**20.3.** Offers not accompanied with Earnest Money shall be summarily rejected.

**20.4.** Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

**20.5.** 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 6.

**20.6.** Earnest Money will bear no interest.

**21. Preference to make in India:**

Deleted

**22. Offer/ Bid Prices**

**22.1.** The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees or in any major foreign currency for the imported items (FOR/CIP destination).

**22.2.** The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.

**22.3.** All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.

**22.4.** Fall Clause: - The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of purchase order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

**23. Clause wise Compliance**

Clause wise compliance statement of the Technical Specifications (Chapter 3) and Commercial Terms & Conditions (Chapter 4) shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

**24. Inspection**

**24.1.** Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / tenderer's works/site by RailTel's authorized representative. At least part of the material should be offered for inspection within 60 days of issue of confirmed Purchase Order. Traveling,

lodging & boarding expenses of RailTel's representative and charges for 3<sup>rd</sup> party inspection if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ tenderer, free of cost. Under exceptional circumstance, if it is not possible to carry out pre-dispatch inspection at manufacturer's premises, Exemption for the same shall be obtained from competent authority.

- 24.2.** Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programs, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 24.3.** In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ tenderer's account.
- 24.4.** In case necessary facilities to carry out tests/witness inspection is not available at tenderer site, such may be conducted at consignee site on basis of RailTel's approval against bidders request.

## **25. Force Majeure**

- 25.1.** If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 25.2.** In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

## **26. Settlement of Disputes and Arbitration**

- 26.1.** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 26.2.** All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 26.3.** The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the

adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties.

- 26.4. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

## **27. Governing Laws**

The Purchase Order 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.

## **28. Termination for Default**

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

- 28.1. If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- 28.2. If the tenderer fails to perform any other obligation(s) under the contract; and
- 28.3. If the tenderer, 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.
- 28.4. In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

## **29. Risk & Cost**

If the contractor fails to deliver the equipment or honor the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at no risk and cost to contractor. However, the security deposit of tenderer shall be forfeited/ Performance Bank Guarantee shall be encashed. The failed tenderer shall not be permitted to take part in the tender for balance work.

## **30. Termination for Insolvency**

The purchaser may at any time terminate the Purchase order by giving written notice to the tenderer, without compensation to the tenderer, if the tenderer becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **31. Rates during Negotiation**

The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

**32. Deleted**

**33. Submission of Offers**

**33.1.** All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

**33.2.** In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

**33.3.** The bid should be submitted online through e-Nivida portal with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

**33.3.1.** Offer Letter complete as per Chapter-1.

**33.3.2.** Power of attorney in favour of the signatory duly authorizing the signatory as per Form -3. Original copy is needed to be submitted by the successful bidder before issuance of LOA.

**33.3.3.** Earnest Money in prescribed form.

**33.3.4.** Complete Tender documents, duly signed & stamped on each page in token of acceptance should be submitted.

**33.3.5.** Clause wise compliance to technical requirement, Clause no.2, Chapter-3 A.

**33.3.6.** Manufacturer Authorization certificate as per Form -2.

**33.3.7.** Performa for Long Term Maintenance Support as per Form -4

**33.3.8.** Nil deviation form as per Form-5

**33.3.9.** Any other information desired to be submitted by the tenderer.

**34. Constitution of Firm and power of Attorney**

**34.1.** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-

**34.1.1.** As sole proprietor of the concern or as attorney of the sole Proprietor.

**34.1.2.** As a partner or partners of the firm.

**34.1.3.** As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

**34.2.** In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

**34.3.** The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the PO

**34.4.** In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

- 34.5. The duly notarized Power of Attorney shall be submitted online and Original copy is need to be submitted by the successful bidder before issuance of LOA.

**35. Opening of Bids:**

- 35.1. Bids received form the Bidders shall be opened on due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of RailTel and the Bidders. However, this tender document does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.
- 35.2. RailTel shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Chapter.
- 35.3. To facilitate evaluation of Bids, RailTel may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

**36. Non-Transferability & Non-Refund ability**

The tender documents are not transferable. The cost of tender paper is not refundable.

**37. Errors, Omissions & Discrepancies**

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

**38. Wrong Information by Tenderer**

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

**39. Deleted**

**40. NIL Deviation Compliance:**

Bidder is required to submit the “NIL Deviation compliance undertaking” for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 5 (Chapter-6).

**41. Limitation of Liability:**

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- 41.1. The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- 41.2. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

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**CHAPTER- 5****BID DATA SHEET (BDS)**

The section consists of provisions that are specific to various Clauses of the tender document  
COMMERCIAL TERMS & CONDITIONS Chapter 4.

<b>Clause</b>	<b>Description</b>
Clause 1.2	<b>Validity of offer</b> 30 days.
Clause 2	<b>Warranty Period:</b> 36 months from the Date of System Commissioning (PAC).
Clause 4	<b>Delivery Period:</b> Supply, installation and commissioning within 60 days of issue of LOA/PO.
Clause 16	<b>Purchaser's Right to Vary Quantities:</b> (A) Upto maximum extent of +/- 50% subject to following condition i. Upto +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.  Rate Contract- Up to a maximum extent of 50% of the contract value of SOR.
Clause 20	Earnest Money Deposit (EMD)/ Bid Security Rs. 3,43,900/-
Clause 33	<b>Last Date of Submission of Offer</b> Date: 18.03.2025 Time: 15:00 hours
Clause 35	<b>Date of Opening of Tender</b> Date: 18.03.2025 Time: 15:30 hours

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## CHAPTER- 6

## Form No. 1

## PROFORMA FOR PERFORMANCE BANK GUARANTEE 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, having its registered office at 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 Purchase Order 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, on 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) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.
4. 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 ..... We shall be discharged from all liability under this Guarantee thereafter.
5. 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



Form No.: 2

**Performa for Manufacturer Authorization Form**

**Director,  
RailTel Corporation of India Ltd.**

**Dated: .....**

.....  
.....  
.....

**Subject: Manufacturer Authorization 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 authorize 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,

**Authorized Signatory**

**FORM No.: 03**

**Format for Power of Attorney**

**POWER OF ATTORNEY**

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s.\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms.\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our tender for the Project \_\_\_\_ (name of the Project), including signing and submission of the tender response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_ day of \_\_\_\_ 2025

(Signature and Name of authorized signatory)

\_\_\_\_\_

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.
- b. The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**Form No. 4**

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT**  
(To be signed by the OEM)

**To**

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

**Tender Reference No.:**

I / We ..... hereby confirm that we have read specifications & tender conditions of RailTel Tender No. ....and accept that the requirement of Long Term Maintenance Support as per Clause 3 of Chapter-4 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfill the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary/authorized partner in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

(Signature of OEM's Authorized Officer)  
Seal

**Signature of witness:**

1. ....
2. ....

**Note: Please Strike out whichever is not applicable.**

## Form No. 5

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter  
(TO BE SIGNED BY BIDDER)**

To,

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

Dear Sir,

Sub: NIL Deviation Compliance for Tender no. ....

Over and above all our earlier conformations and submissions as per your requirements of the tender, we confirm that,

1. We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. **In case of any deviation, RailTel reserves the right to reject the bid without giving any justification.**

**Format of Annexure (Deviation Statement)**

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

2. All the proposed Hardware & Software to be supplied as per technical specifications mentioned in Chapter-3-A of Tender document.
3. We hereby certify that the hardware and software mentioned in our technical solution and Bill of Material (BOM) are complete.
4. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the tender. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Seal and signature of the bidder

Place:

Date:

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

**CHAPTER-7****CHECKLIST**

<b>Tender No: RAILTEL/TENDER/LT/CO/ITP/2024-25/SAN Switch/010</b>			
<b>Name Of Work:- "Supply, Installation, Testing &amp; Commissioning of SAN Switches at DC &amp; DR of RailTel"</b>			
<b>Name of Company/Firm</b>			
<b>S No.</b>	<b>Item/Clause of Tender Document</b>	<b>Details /Remarks</b>	<b>Attached/ Not Attached</b>
1	Signed Copy of Tender Document / Corrigenda		
2	EMD & Cost of Tender document if applicable		
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)		
4	Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out).		
5	Detail BOM of each equipment supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM		
6	Clause wise compliance (Clause 23 of Chapter-4)		
7	Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc		
8	Declaration regarding Security Considerations & Security Agreement (Clause 15, Chapter- 4 of Tender Document)		
9	Form No. 2 of Chapter-6, Performa for Manufacturer Authorization Form		
10	Form No. 3 of Chapter-6, Format for Power of Attorney		
11	Form No. 4 of Chapter-6, Long Term Maintenance Support		
12	Form No. 5 of Chapter-6, (Nil Deviation Statement)		
13	Price Bid for Schedule of Requirements as per Chapter-2		
14	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A of Chapter2		
15	Bill of Material (BOM) with prices of each module/cards etc.& Route wise breakup of BOM as per note no-II of Chapter-2.		

**Note:**

- i. All document needs to be submitted online only. There is no need of submission of Physical documents/Bid.**
- ii. Original copy is needed to be submitted by the successful bidder before issuance of LOA.**
- iii. Document submitted along with technical bid should not include any prices, if found so, the bid may liable to be rejected.**

**END OF TENDER DOCUMENT**

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