



## रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नं. 34/1,  
ब्लॉक -जीएन, सेक्टर - V, साल्ट लेक सिटी, कोलकाता -700091,  
पश्चिम बंगाल  
टेली: 033-44041499

## RailTel Corporation of India Limited

(A Govt. of India Undertaking)

19th Floor, Aurora Waterfront Building, Plot no. 34/1,  
Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal  
Tele: 033-44041499

RailTel Website: <https://www.railtel.in>

"आसनसोल में एचए मोड में कमीशन किए गए विश्लेषक के साथ यूटीएम  
(निर्माता: फोर्टिगेट, मॉडल: विश्लेषक के साथ एफजी-600एफ) के लिए  
लाइसेंस और वारंटी का 5 वर्षों के लिए नवीनीकरण"

के लिए निविदा दस्तावेज़

TENDER DOCUMENT  
FOR

**"Renewal of licenses and warranty for UTM with analyzer  
(Make: Fortigate, Model: FG-600F with analyzer) commissioned  
in HA mode at Asansol, for 5 years for RailTel Corporation of  
India Ltd., Eastern Region"**

निविदा संख्या (Tender No.): RailTel/Tender/OT/ER/HQ/2025-26/1589, Dt. 26.11.2025

खुलने की नियत तिथि (Due date for opening): 17.12.2025

निविदा दस्तावेज की लागत (Cost of Tender Document): Rs. 1,770.00 (Incl. GST)



## रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

पूर्वी क्षेत्र, 19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नं-34/1

ब्लॉक -जीएन, सेक्टर - V, साल्ट लेक सिटी, कोलकाता -700091

### RailTel Corporation of India Limited

Eastern Region, 19<sup>th</sup> Floor, Aurora Waterfront Building,

Plot No. 34/1, Block -GN, Sector - V, Salt Lake City,

Kolkata -700091, West Bengal

Telephone:033-4404 1499 Website: <https://www.railtel.in>

## खुली निविदा सूचना

### OPEN TENDER NOTICE

निविदा संख्या: रेलटेल/निविदा/ओटी/पूर्वी क्षेत्र/मुख्यालय/2025-26/1589, दिनांक 26.11.2025

**TENDER No. RailTel/Tender/OT/ER/HQ/2025-26/1589, Dt. 26.11.2025**

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र, कोलकाता "आसनसोल में एचए मोड में कमीशन किए गए विश्लेषक के साथ यूटीएम (निर्माता: फोर्टिगेट, मॉडल: विश्लेषक के साथ एफजी-600एफ) के लिए लाइसेंस और वारंटी का 5 वर्षों के लिए नवीनीकरण" के काम के लिए सिंगल स्टेज टू पैकेट सिस्टम में ई-बोलियां आमंत्रित करता है।/

RailTel Corporation of India Ltd., Eastern Region, Kolkata invites e-Bids in Single Stage Two Packet System for the work of "Renewal of licenses and warranty for UTM with analyzer (Make: Fortigate, Model: FG-600F with analyzer) commissioned in HA mode at Asansol, for 5 years".

निविदा विवरण निम्नानुसार दिया गया है:/

The Tender Details are given as under:

1	निविदा संख्या/ Tender No.	रेलटेल/निविदा/ओटी/पूर्वी क्षेत्र/मुख्यालय/2025-26/1589, दिनांक. 26.11.2025 RailTel/Tender/OT/ER/HQ/2025-26/1589, Dt. 26.11.2025
2	बोलियां जमा करने की अंतिम तिथि और समय/ Last date & time for submission of Bids	17.12.2025 को 14:00 बजे तक 17.12.2025 up to 14:00 hrs.
3	बोलियों के खुलने की तिथि और समय/ Opening date & time of Bids	17.12.2025 को 14:30 बजे 17.12.2025 at 14:30 hrs.
4	प्रस्ताव की वैधता/ Validity of offer	बोली खोलने की तिथि से 60 दिन 60 days from date of opening of Bids
5	वितरण अवधि/ Delivery Period	क्रय आदेश/स्वीकृति पत्र जारी होने की तिथि से 21 दिन के भीतर 21 days from the date of issue of Purchase Order/LOA
6	अनुमानित निविदा मूल्य (जीएसटी सहित)/ Approximate tender value (Incl. GST)	₹. 1,00,08,810.00 (रुपए एक करोड़ आठ हजार आठ सौ दस मात्र) Rs. 1,00,08,810.00 (Rupees One Crore Eight Thousand Eight Hundred Ten only)
7	बयाना राशि (ईएमडी)/ Earnest Money Deposit (EMD)	₹. 2,01,000/- Rs. 2,01,000/-

8	निविदा दस्तावेज की लागत (जीएसटी सहित)/ Cost of Tender Document (Incl. GST)	रु. 1,770/- (जीएसटी सहित) Rs. 1,770/- (Incl. GST)
9	सेवा अवधि / Service Period	सेवा प्रारंभ होने की तिथि से 60 माह। 60 months from the date of Commissioning of service.
10	TReDS सुविधा उपलब्ध है? TReDS feature available?	Yes, on m1xchange portal (url: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a> )

# एकल बिंदु पंजीकरण योजना के तहत एनएसआईसी/एमएसएमई के साथ पंजीकृत सूक्ष्म एवं लघु इकाइयों (एमएसई) को केवल निविदा दस्तावेजों और बयाना राशि जमा की लागत से छूट दी गई है। अन्य कोई छूट नहीं दी जाएगी /

# Micro & Small scale units (MSE) registered with NSIC/MSME under single point registration scheme are exempted from cost of Tender Documents and Earnest Money Deposit only. No other exemption will be given.

नोट: निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें <https://www.railtel.in> या ई-टेंडरिंग पोर्टल <https://railtel.enivida.com/> से डाउनलोड किया जा सकता है। ऑनलाइन बोली प्रस्तुत करने के लिए बोलीदाता को आवश्यक रूप से ई-निविदा पोर्टल से निविदा दस्तावेज की आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Tendering portal <https://railtel.enivida.com/>. For online bid submission the bidder will have to necessarily download an official online copy of the tender document from e-nivida portal.

इस निविदा के लिए भविष्य की सभी जानकारी अर्थात शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल ई-टेंडरिंग पोर्टल पर पोस्ट किए जाएंगे। निविदा दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी।

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.

बोलीदाता बोली में तैयारी, प्रस्तुतीकरण/भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा, चाहे बोली प्रक्रिया के आचरण या परिणाम कुछ भी हों।

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.

अधूरी निविदाएं; और बिना बयाना राशि और निविदा दस्तावेज की लागत के निविदाओं को अस्वीकार कर दिया जाएगा।

Incomplete tenders; and tenders without Earnest Money Deposit and cost of tender document shall be rejected.

**सहायक महाप्रबंधक/निविदा**  
**रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र**  
**Asstt. General Manager /Tender**  
**for RailTel Corporation of India Ltd., Eastern Region**

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**(Total nos. of pages in this tender document is 50)**

## **Chapter– 1**

### **OFFER LETTER**

RailTel Corporation of India Ltd.,  
Eastern Region, 19<sup>th</sup> Floor,  
Aurora Waterfront Building,  
Plot No. 34/1, Block -GN,  
Sector - V, Salt Lake City,  
Kolkata -700091.

**Ref:** Tender No. RailTel/Tender/OT/ER/HQ/2025-26/1589, Dt. 26.11.2025

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof. I/We offer to supply various equipment and provide service at the rates quoted in the attached schedules and hereby bind myself/ourselves to commission the work within 21 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 \_\_\_\_\_) only submitted through eNivida portal herewith as “Earnest Money Deposit”. RailTel may forfeit the full value of Earnest Money deposit (EMD) without prejudice to any other rights or remedies if,
  - a. I/We withdraw or modify the offer within validity period or do not deposit the PG (Performance Guarantee) as mentioned in Clause 6 (Chapter-4), after issue of LOA/Purchase Order,  
or
  - b. I/We do not execute the contract agreement within 30 days after receipt of notice issued by the RailTel that such documents are ready,  
or
  - c. I/We do not commence the work within 15 days after receipt of orders to that effect.
3. 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 CONTRACTOR (S)

CONTRACTOR (S) ADDRESS

Date

SIGNATURE OF WITNESS

1.

2.

## CHAPTER-2

**Schedule of Requirements & Price Bid**

S. No.	Description	Qty	Unit	Unit Rate (Incl. GST) (Rs.)	Amount (Incl. GST) (Rs.)
1	Renewal of licenses and warranty for UTM with analyzer ( <b>Make:</b> Fortigate, <b>Model:</b> FG-600F with analyzer) commissioned in HA mode at Asansol, for 5 years.	1	Set	To be quoted in the excel sheet downloaded from eNivida Portal and to be uploaded in Fin Bid	To be quoted in the excel sheet downloaded from eNivida Portal and to be uploaded in Fin Bid
<b>Total Amount in words (Rs.):</b> To be quoted in the excel sheet downloaded from eNivida Portal and to be uploaded in Fin Bid					

<b>Note:</b>	
1	Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc.
2	Tenderer to give the detailed Bill of Material including break up costs of common for building up the SOR items.
3	Tenderers should submit the configuration of each equipment indicating quantities of various items.
4	RailTel reserves the right to reduce the tenure of licenses and warranties at its discretion, based on operational requirements. In such cases, the applicable rates will be adjusted proportionately in accordance with the revised tenure.

## **Chapter - 2-A**

### **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 enrol 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 coloured 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 Coloured (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 (8448288980)
- iii. Mr. Birendra Kumar (8448288988)

RailTel Contact: (for general Information)  
Upendra Kumar Singh: Asst GM./Project-1  
Telephone 033-44041905  
E-mail ID: upendrakumarsingh@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 signed/digitally signed copy of Tender Documents/Addenda
- iii. Two Packet
- iv. Online response to Terms & Conditions of Tender.
- v. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

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 – 35, Chapter 4  
Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

## **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 <https://www.railtel.in> 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.

\*\*\*\*\*

(End of Chapter- 2A)

## Chapter – 3A

### Scope of Work & Technical Specification

#### 1. BACKGROUND OF PROJECT & DETAILED SCOPE OF WORK

RailTel has commissioned the Firewall with analyzer in HA mode at Asansol. Licenses and Warranty of the product is going to expire in Dec 25. This tender is floated for selection of partner to renew the licenses and extend the warranty for 5 years.

Details of device are:

**Make:** Fortigate

**Model:** FG-600F with analyser

**Deployment:** HA

#### 2. Detailed Scope of Work

---

**Scope of Work** The work includes the following:

1. Renewal of all required licenses and warranty for 5 years from the date of renewal. Licenses should mandatorily covered Unified Threat Protection (UTP) (IPS, Advanced Malware Protection , Application Control, URL, DNS & Video Filtering, Antispam Service)
2. Forticare Premium Support for 5 yrs for Firewall as well as analyzer.
3. Arranging the support from OEM as and when required.
4. The selected bidder is responsible for renewal of licenses and successful deployment in devices. Bidder is also responsible for deputing qualified person for the same if required.
5. For fulfilling the operational requirement of Firewall and Analyzer, if any additional licenses required then all those should covered under the renewal. All the renewal of licenses and warranty should be from same OEM only.
6. Bidder must do configuration or changes in existing configuration, if required any, to meet the operational requirement.
7. The selected bidder will renew the licenses and warranty for high availability (HA) for 5 years.
8. All renewed Licenses should be perpetual in nature in the name of RailTel Corporation of India Ltd or RailTel's designated customer and RailTel should be able to log the support calls directly with the OEM. List of all Licenses to be renewed should be provided to RailTel with technical bid.
9. The bidder should provide comprehensive technical support services for all the software and hardware supplied for the entire period of the contract. Any software / firmware enhancement through update and upgrade released during the contract period shall be supplied, installed, and configured without any additional cost to RailTel. The successful bidder must inform RailTel in advance about the impact / benefits of such update/upgrade on the features of the product.
10. The bidder shall depute experienced engineers on site as and when required and within 24 hrs during any failure.
11. The bidder needs to submit an undertaking from OEM clearly mentioning that quoted product is not getting end-of-support for five (5) years from the last date of submission of tender.

## **CHAPTER-3-B**

### **INSTALLATION, TESTING & COMMISSIONING**

- 1.1 Installation, Configuration and Commissioning: Bidders must complete the activation of licenses and warranty in commissioned devices at Asansol within timeframe given in tender. This also includes handover of all the deployment documents, SOP, architecture, system credentials whatever applicable.

1.2 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

On deployment of licenses and renewal of warranty, the bidder shall certify and advise RailTel Supervisor where solution has been deployed, in writing that the activation 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 RailTel. Provisional Acceptance Certificate (PAC) will be issued by RailTel. PAC will not be held back for want of minor deficiencies not affecting the functioning of the solution. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

1.3 TRIAL RUN/FIELD TRIALS

Upon conclusion of the site acceptance testing, the Tenderer shall keep the facilities commissioned for 48 hrs for 'TRIAL RUN/FIELD TRIALS'. During this period Tenderer shall provide all specialist Engineers & Technicians including experts at the site to maintain the total log, incidents, failures & for assisting site engineer & for total co- ordination.

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 issue occurs to any supplied solution, 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 outage of the system due to failure of existing functionality should happen. A record of all failures shall be kept for each cases 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 (7) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures 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.

1.4 FINAL ACCEPTANCE CERTIFICATE (FAC)

The final acceptance of the works completed shall take effect from the date of successful completion of 60 months after issue/ effective date 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 RailTel.

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.

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## CHAPTER 4

### COMMERCIAL TERMS & CONDITIONS

#### 1. Offer letter and Validity of offer

- 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 60 Days from the date of opening of tender as indicated in Bid Data Sheet (BDS) Chapter 5.

#### 2. Warranty

- 2.1. The warranty would be valid for a period 60 months from the date of issue of Provisional Acceptance Certificate/ renewal date. 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.

**Note- Warranty and Support of all product/solution supplied must be available for 5 years (60 months from the date of PAC/ renewal of warranty & support. In addition to this bidder along with OEM undertaking must be submitted with the statement that product support shall not be end of life/end of support for next 5 years from the date of PAC/ renewal of warranty & support.**

- 2.4 Tenderer shall provide five years onsite comprehensive warranty from the date of PAC/ renewal of warranty for all the components commissioned at site and the responsibility for smooth functioning of the components shall rest upon tenderer during this period of warranty.

- 2.5 The comprehensive onsite warranty includes replacement of all such hardware/items necessary for keeping the network in perfect working order and condition at all the times during the period of the warranty from any defects/ disturbance or any unscheduled call for corrective and maintenance services, by taking appropriate steps on time to set right the full functioning of the network.

## 2.6 Warranty Support

2.6.1 Material for repair during Warranty Period shall be handed over /taken over to contractors engineer at Asansol.

2.6.2 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.

### 2.6.3 Replacement Services

**If the contractor fails to replace the material within two weeks, the following penalties will be imposed:**

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than two week and up to three weeks (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than three weeks and up to four weeks (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than four weeks and up to five weeks (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than five weeks (from the date of receipt)	The full cost of affected part/module. RailTel may terminate the contract in this case.

## 3 Long Term Maintenance Support- Deleted

## 4 Delivery Period: 21 days from the date of issue of PO/LOA

## 5 Payment Terms:

5.1 90% of the value of the renewal of licenses and warranty and activated in the devices, and accompanied with the following documents and any other documents mentioned in the contract:-

- (i) Tax Invoice
- (ii) Licenses and Warranty certificate of OEM



- (iii) Certificate of activation of licenses and warranty
- (iv) Copy of PBG
- (v) Copy of Agreement
- (vi) PO copy

5.2 The remaining 10% balance will be disbursed into five equal instalments of 2% each, payable annually upon successful completion of each year. (2% after completion of every year).

5.3 Accounting unit/bill passing unit for the supplies under SOR is RailTel Eastern Regional office, Kolkata. Bills to be submitted to the Regional office for passing for payment. The bidder will submit as mentioned above, for passing for payment.

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

**6.0 Security Deposit/Performance Bank Guarantee:**

The successful tenderer shall submit 5% of contract value including GST roundoff to the nearest higher Rs.1,000/- as detailed in the Letter of Acceptance towards Performance Guarantee in the form of FDR or online transfer or irrevocable Bank Guarantee from any scheduled Commercial bank (either private or PSU but not from any cooperative bank or NBFC) for due fulfillment of contract within **30** days of issue of the Letter of Acceptance, 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 till the date of submission of PG.

**If the successful bidder fails to submit Performance Guarantee within 60 days of issue of LoA/Purchase Order, RailTel may terminate the contract.**

Note:

- 1) In case of Bank Guarantee: 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.

**Details for online SFMS confirmation using the platform are as below:**

BG advising message: IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037.

- 2) Any performance security up to a value of Rs.5 Lakhs is to be submitted through online transfer only. The PG Amount of up to Rs. 5 Lakhs will not be accepted in any other form.

RailTel's Bank Account Details for submission of online PG amount are given as below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account

Account No.: 401601010519491

Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

- 3) In case of submission of Security Performance in form of FDR (More than 5 Lakhs), then lien should be created in favor of "RailTel Corporation of India Ltd."
- 4) No Interest on Earnest Money and Performance Security:  
No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.
- 5) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid up to stipulated date of completion plus three months beyond that with a claim period of one year. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such time for completion of work plus three months.
- 6) The value of P. G. to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than + 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- 7) The Performance Guarantee (PG) shall be released on completion of after successful completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 8) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately.
- 9) Claim period of PBG should be 1 year from the date of PBG expiry.

#### **6 A Taxes & Duties:**

6A.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.

6A.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.

6A.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.

6A.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.

6A.4 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.

6A.5 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).

6A.6 Wherever the law makes it statutory for the purchaser do deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

6A.7 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.

6A.8 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.

6A.9 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.

6A.10 In regards 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.

## **7 Insurance- Deleted**

## **8 Liquidated Damages**

Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

In the event the progress of work is extremely poor or in the event of loss of RailTel's revenue, RailTel will have right to get the work executed through its chosen vendor at your Risk & Cost.

## **9 Transportation- Deleted**

**10 Statutory Deduction**

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

**11 Qualification Criteria**

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified tenderer has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria shall be summarily rejected.

**12.1 Eligibility Criteria for Bidder:**

**12.1.1 Bidder** – The Bidder participated in the tender may be a sole Bidder / OEM / JV / Consortium.

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1	Legal Entity	<p>The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years.</p> <p>OR</p> <p>The bids from Consortium/ Joint Venture entity are also allowed.</p>	<p>Certificate of Incorporation / Registration</p> <p>or</p> <p>Memorandum of Association (MoA)</p> <p>In case of JV / Consortium, Agreement for Consortium/ Joint Venture.</p>
2	Financial Capability	<p>The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender.</p> <p>(Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount.</p>	<p>The tenderers shall submit Certificate from Chartered Accountant duly supported by Audited Balance Sheet. Years to be considered for financial eligibility be FY 2024-25, FY 2023-24, FY 2022-23. If audit for 2024-25 is not yet done then Audited balance sheet of the FY 2023-24, FY 2022-23 along with CA certificate for FY 24-25 with declaration that audit is under process for FY 2024-25 is to be submitted.</p>
3	Technical Capability	<p>The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or</p>	<p>Self-Attested Copy of Work Order &amp; Satisfactory Completion Certificate issued by Customer</p>

		<p>Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>One similar work each costing not less than the amount equal to 60% of advertised value of the tender.</p>	
		<p>Definition of similar work: Works entailing completion of supply, installation and commissioning of MPLS Router or firewall or both for any Government department or Public Sector Units or public listed companies.</p>	
		<p>Note: Work experience certificate submitted by bidders from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p>	
4	Manufacturer Authorization Form (MAF)	<p>Manufacturer Authorization Form (MAF) from OEM shall be submitted along with the bid.</p>	<p>Manufacturer Authorization Form (MAF) from OEM shall be submitted along with the bid.</p>

5	No Black Listing	The bidder (in case of consortium/JV, all members) including Sub contractors should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	Self-Declaration by the Bidder on Company's letter head
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Relaxations given in eligibility criteria for startups are indicative in nature and startup companies are required to submit their proposal for seeking relaxation in above mentioned eligibility criteria. Their proposal will be dealt on case-to-case basis only.

**Note:**

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

## 12.2 Eligibility Criteria Requirements for OEM's: Deleted

## 13 System Performance Guarantee

13.1 The tenderer shall give unqualified and unconditional guarantee that when the Cloud based email & Collaboration Solution supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

13.2 This certificate in the Proforma given in **Chapter 6 Form No. 2**, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

## 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 and warranty period support.

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.

**15 Security Considerations & Security Agreement: Not Applicable**

- 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.

**16 Purchaser's Right to Vary Quantities: Not Applicable**

RailTel reserves the right during the currency of contract from the signing of the agreement till the successful completion of the project to increase or decrease by up to ( $\pm$ ) 25% of the quantity of supply and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions. RailTel may place order for additional quantity to 125% of the order quantity if required, with the same rate terms and conditions to the successful tenderer. The variation of quantity from 125% to 140% will be with 2% rebate, the variation of quantity from above 140% to 150% will be 4% rebate and beyond 150% after negotiation by a committee. If the variation is beyond ( $\pm$ )25%, PBG for the revised full amount of PO/LOA to be submitted.

**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 and execute the contract agreement.
- 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.

- 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 through e-nivida Portal.
- 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.

Micro & Small scale units (MSE) registered with NSIC/MSME under single point registration scheme are exempted from cost of Tender Documents and Earnest Money Deposit:

1. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
2. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
3. MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including



legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

4. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

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: Not Applicable**

The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

**21.1 Local Content:**

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017- IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local

supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.

- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of “Local Content” and “Imported Content” for each SOR item as per DPIIT’s PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.
- v. Self-certification of bidder as above shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. “We, the statutory auditor of M/s. (name of the bidder) hereby certify that M/s. (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. % (to be filled by the work center) quoted vide offer No. dated against RAILTEL tender No. by M/s. (Name of the bidder).  
  
**Note:** In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.
- vi. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.
- vii. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. “<https://dpiit.gov.in/public-procurements>” may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers

**21.2 Bidders sharing a land border with India:**

Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per Annexure-I shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order

**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 documents 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, GST, 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: Not Applicable**

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- Deleted**

**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/ 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. 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 Clarification Requests

It is solicited that the written queries/ clarifications may be sent to the RailTel's office latest by date as indicated in the Bid Data sheet (BDS) through e-mail to [upendrakumarsingh@railtelindia.com](mailto:upendrakumarsingh@railtelindia.com) (in word & PDF format) & hard copy by post. All relevant clarifications sought will be addressed during the pre-bid meeting scheduled as per BDS. The clarification should be submitted in the below given format:

SN	Page No	Tender Clause No.	Tender Clause	Bidders Query	Justification/ Reason

## 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 ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.
- 33.4 The tenderer shall submit his bid online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to e-nivida Portal.
- 33.5 The offer shall be submitted in two packet. Both Credential Bid (Techno-Commercial Bid) & Price Bid shall be online using the e-Procurement Portal <https://railtel.enivida.com/> The Techno-Commercial bid shall consist of following documents:-
- 33.5.1 Offer Letter complete.
  - 33.5.2 Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out).
  - 33.5.3 Earnest Money in prescribed form.
  - 33.5.4 Audited balance sheet duly attested by Notary Public.
  - 33.5.5 Constitution of Firm and Power of Attorney.
  - 33.5.6 Clause wise compliance to tender conditions.
  - 33.5.7 Copies of purchase orders and other documents in support of meeting qualifying criteria.
  - 33.5.8 System Performance Guarantee as per Chapter 6 Form no. 2
  - 33.5.9 Any other information desired to be submitted by the tenderer.
  - 33.5.10 NIL Deviation certificate.
  - 33.5.11 The Price Bid shall be submitted in the uploaded Excel sheet by RailTel.

33.5.12 Declaration of Clean Track Record/ No Blacklisting (Annex-9)

In case bidder happens to be Small Scale Units / Micro & Small Enterprises, MSME registered with UDYAM under Ministry of MSME MSE, the documentary evidence for the same shall be submitted along with Bid Security Declaration (**Bid Security Declaration as per Annexure-8**)

**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 contract agreement.

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

**Deleted**

In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

**40 Limitation of Liability:**

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

40.1 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

40.2 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.

**41 Credential Verification:**

41.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the



claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

41.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual **in hard copy** (OFFLINE). Standard format of the affidavit to be submitted by the bidder is available in Chapter-6 of this tender document (Form No. 3). Non-submission of an affidavit (OFFLINE) by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

#### **42 Mandatory updation of Labour Data on Railway’s Shramik kalyan portal:**

42.1 Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website ‘www.shramikkalyam.indianrailways.gov.in’. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on Shramik kalyan portal within 15 days of

issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

(d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient of engaged contractual labour & payments made thereof after each wage period.

42.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'shramikkalyam.indianrailways.gov.in' till \_\_\_\_\_Month\_\_\_\_\_Year."

**43 Integrity Pact Program: Deleted**

**44 Proof of Concept (POC): Deleted**

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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>
Chapter-4 Clause 1.2	<b>Validity of offers:</b> 60 days.
Chapter-4 Clause 2	<b>Warranty:</b> Refer clause no. 2, Chapter-4
Chapter-4 Clause 4	<b>Delivery Period:</b> Activation of license and warranty within 21 days from issue of LOA/PO.
Clause 12	12.1 Bidder Eligibility Criteria
Clause 16	<b>Purchaser's Right to Vary Quantities</b> Clause-16, Chapter-4
Clause 20	<b>Earnest Money Deposit (EMD)/ Bid Security:</b> Rs. 2,01,000/- (Rupees Two Lacs One Thousand only)
Clause 32	<b>Clarification Requests:</b> Last date of Submission of Clarification Date: 03.12.2025
Clause 33	<b>Last Date of Submission of Offer:</b> Date: 17.12.2025 Time: 14:00 hours Venue: Online
Clause 35	<b>Date of Opening of Tender:</b> Date: 17.12.2025 Time: 14:30 hours Venue: RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront, Plot No. 34/1, Block -GN, Sector- V, Salt Lake City, Kolkata -700091, West Bengal

## 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 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 (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 terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the      day of 2025

for .....  
(indicate the name of the Bank)

Witness

1.      Signature  
         Name
2.      Signature  
         Name

Form No. 2

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE  
(On Stamp Paper of Rs. One hundred)

The Executive Director,  
RailTel Corporation of India Limited,  
Eastern Region,  
Kolkata

I / We..... hereby  
guarantee that the design on the basis of which we have submitted our tender no.  
..... has been carefully made to conform to the end  
objectives in the tender documents and to technical specification therein. We further  
guarantee that in the event of the performance of the system, when installed, not  
complying with the end objectives or with the specifications contained in the tender  
documents, we shall provide further inputs to enable the RailTel to realize the end  
objectives contained in these documents without any additional payment for any  
additional equipment which may be required in this regard. We further guarantee that  
all the expenses for providing the additional inputs under the System Guarantee will be  
borne by us. We further guarantee that these additional inputs will be provided by us  
to make the system workable within 1 month from the date on which this guarantee is  
invoked by the Purchaser. The guarantee is valid for a period of one year from the date  
of commissioning of the system.

(Signature of Firm's Authorized Officer)  
Seal

Signature of witness:

1. ....

2. ....

**Form No. 3****FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.  
The paper has to be in the name of the tenderer) \*\*

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of.....as per the tender No.....of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website <https://www.railtel.in>, <https://railtel.enivida.com/>, I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)\*\*.....and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

VERIFICATION

I/We above named tender do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:  
Dated:

**\*\*The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**



**Form No.: 4**

**Performa for Manufacturer Authorisation Form**

**Executive Director,**

**Dated: .....**

**RailTel Corporation of India Ltd.**

.....

.....

.....

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

Ref: Tender No.....dated.....

Dear Sir,

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

.....

We hereby 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,

**Authorised Signatory**

**FORM No.: 05**

**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 RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP 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.: 06****CONTRACT AGREEMENT**

(CA No. \_\_\_\_\_ for the work of “Renewal of licenses and warranty for UTM with analyzer (Make: Fortigate, Model: FG-600F with analyzer) commissioned in HA mode at Asansol, for 5 years”.

This AGREEMENT is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and Twenty \_\_\_\_\_, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6<sup>th</sup> Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi- 110023 and Regional Office at 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata -700091, West Bengal acting in the premises through \_\_\_\_\_/Eastern Region (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And \_\_\_\_\_ having its registered office at \_\_\_\_\_ acting in the premises through \_\_\_\_\_ (hereafter referred to as “Contractor”, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of “Renewal of licenses and warranty for UTM with analyzer (Make: Fortigate, Model: FG-600F with analyzer) commissioned in HA mode at Asansol, for 5 years” as per tender papers at Annexure ‘A’ read with Corrigendum..... Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto.

AND WHEREAS the said Tender of the Contractor has been accepted for the work of “Renewal of licenses and warranty for UTM with analyzer (Make: Fortigate, Model: FG-600F with analyzer) commissioned in HA mode at Asansol, for 5 years” as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall execute and perform service for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure ‘B’ and ‘C’ hereto and upon such execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure ‘C’ and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri \_\_\_\_\_ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of :

1. Signature :  
Date :  
Name in Block Capitals :  
Address :  
:

2. Signature :  
Date :  
Name in Block Capitals :  
Address :

Signed and delivered by Shri. \_\_\_\_\_ for and on behalf of  
\_\_\_\_\_, the contractor within named in the presence of:

1. Signature :  
Date :  
Name in Block Capitals :  
Address :  
2. Signature :  
Date :  
Name in Block Capitals :  
Address :

Annexure – A : Tender Paper No. \_\_\_\_\_ with corrigendum, if any.

Annexure – B : Firm's offer.

Annexure – C : Letter of Acceptance No. \_\_\_\_\_ with all enclosures.

Annexure – D : Copy of Contract Performance Guarantee.

**FORM No.7**

(To be on company letter head)

**NIL DEVIATION CERTIFICATE**

To,  
The Regional General Manager,  
RailTel Corporation of India Ltd.  
19th Floor, Aurora Waterfronts,  
Plot no. 34/1, Block - GN, Sec-V,  
Bidhannagar, Kolkata 700091

Dear Sir,

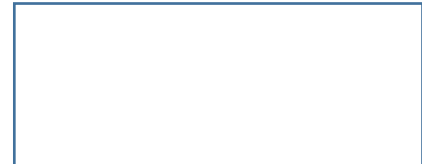
SUB: NIL DEVIATION CERTIFICATE

We have examined the Invitation for Tender Document issued by RailTel for the “-----  
-----Name of Work-----”

We hereby confirm “NIL Deviation” from the Invitation for Tender (No-  
RailTel/Tender/OT/ER/HQ/2025-26/1589) document issued by RailTel on 26.11.2025.

Date:

Signature with seal –  
(in the box)



Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Annexure-8**

*Note: Bidders exempted from submission of bid security are required to submit this form.*

**Bid Security Declaration**

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

To

Principal Executive Director,

RailTel Corporation of India Ltd

19th Floor, Aurora Waterfront Building,  
Plot No. 34/1, Block GN, Sector-V,  
Salt Lake City, Bidhannagar,  
Kolkata-700091.

Ref: Tender Document No.....

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security (EMD).

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender

Document.

b. Fail or refuse to sign the contract.

**We know that this bid-Security Declaration shall expire if the contract is not awarded to us, upon:**

3) receipt by us of your notification

a. of cancellation of the entire tender process or rejection of all bids or

b. of the name of the successful bidder or

4) Ninety days after the expiration of the bid validity or any extension to it.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative:

Name of Firm:

Date:



**ANNEXURE – 9**

**Declaration of Clean Track Record/ No Blacklisting**

(To be submitted by Bidder on original letterhead)

To,

Date

Principal Executive Director,  
RailTel Corporation of India Ltd., Eastern Region,  
19th Floor, Aurora Waterfront Building,  
Plot No. 34/1, Block GN,  
Sector-V, Salt Lake City,  
Kolkata – 700 091

Sub: Renewal of licenses and warranty for UTM with analyzer (Make: Fortigate, Model: FG-600F with analyzer) commissioned in HA mode at Asansol, for 5 years for RailTel Corporation of India Ltd., Eastern Region.

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2025-26/1589, Dt. 26.11.2025.

Sir,

I/We hereby declare that my company has not been debarred / black listed as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

## Check List

SN	Have you submitted the following documents?	Submitted /Complied or not	Page No/ Ref No. of Offer
1.	Cost of tender document or document in support for exemption from submission of Cost of tender document <b>(Mandatory)</b>		
2.	EMD or document in support for exemption from submission of EMD <b>(Mandatory)</b>		
3.	Original Power of Attorney and Notarized Affidavit (Online as well as <b>Offline</b> ) <b>(Mandatory)</b>		
4.	Bid Security declaration (in case bidder is availing MSE exemption for Cost of tender document and EMD): Annexure-5.12: Online as well as Offline (Mandatory)		
5.	Offer Letter <b>(Mandatory)</b>		
6.	Uploading of signed/digitally signed Tenderdocument (online) <b>(Mandatory)</b>		
7.	Documentary evidence against eligibility criteria		
8.	Manufacturer Authorization Form (MAF) <b>(Mandatory)</b>		
9.	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions		
10.	Declaration of Clean Track Record/ No Blacklisting		
11.	Miscellaneous/ supporting documents asked for in the tender document wherever required to meetup respective Criteria		

\*\*\*\*\*

**(END OF TENDER DOCUMENT)**