

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

**EOI NO: RCIL/NR_RO/EOI/MKTG/2024-25/AIIA DATED
29.05.2024.**

**Expression of Interest (EOI) for “Supply, installation,
commissioning and integration of various IT
infrastructure items with existing IT infrastructure for
Customer of RailTel (CoR)”**



Issued by:

RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Northern Region, 6th Floor, 3rd Block,

Delhi IT Park, Shastri Park, New Delhi-110053

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Website:- <https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

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EOI NOTICE

RailTel Corporation of India Limited, Northern Region, 6th Floor, 3rd Block,

Delhi IT Park, Shastri Park, New Delhi-110053

EOI Notice No: RCIL/NR RO/EOI/MKTG/2024-25/AIIA DATED 29.05.2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Partners for Selection of Business Partner for “Supply, installation, commissioning and integration of various IT infrastructure items with existing IT infrastructure for Customer of RailTel (CoR)”

The details are as under:

SCHEDULE OF EVENTS

Date of EOI Floating	29 th May 2024 at 17:00 Hours
Last date for submission of Bids against EOI	03 th June 2024 at 15:00 Hours
Opening of Bids received against EOI	03 th June 2024 at 15:30 Hours
Number of copies to be submitted	Single Stage (Single Packet System)
EOI document cost inclusive tax (non-refundable)	Nil
EOI processing fee inclusive tax (non-refundable)	Rs.8850/-
Estimated amount of EOI	Rs.2,06,43,750 /- (Including GST)
EMD*	Rs. 2,06,438/-
Bid Submission Mode	Online on https://railtel.enivida.com

Note: RailTel reserves the right to change the above dates at its discretion.

Earnest Money Deposit (EMD)

- EMD can be received in the form of bank guarantee/online Bank Transfer/FD. Bank Guarantee has to be confirmed with Structured Financial Massaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. BG SFMS Confirmation may be sent to ICICI Bank Account No. 000705049999, Branch Bank IFSC Code No. ICIC0000007 pertaining to RailTel Corporation of India Limited.

(Bidder has the option to submit EMD of Rs. 2,06,438/- through NEFT/RTGS/BG with this EOI.)

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer/RTGS / NEFT/BG. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

EMD can be submitted in any of the following form:

- **NEFT/ RTGS:** Account Name: RailTel NR Collection Account Bank Name: Union Bank of India Branch Name: Connaught Place Delhi Account Number: 307801010917906 IFSC Code: UBIN0530786 MICR Code: 110026006 or
- **Demand Draft/BG:** In favour of RailTel Corporation of India Limited payable at New Delhi.

- ii. Offers not accompanied with EMD shall be summarily rejected.
- iii. The EMD may be forfeited if a bidder withdraws or amends its/his Eol or impairs or derogates from the Eol in any respect within the period of validity of the Eol or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee (security deposit).

Eligible Business Associates are required to direct all communications related to this Invitation for Eol document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Level:1 Contact: Sh. Dev Kumar, AGM/Marketing
Email: dev.kumar@railtelindia.com Contact: +91-9717644212

Level:2 Contact: Sh. Pushpender Kumar, GM/Marketing
Email: pushpenderkumar@railtelindia.com Contact: +91-9871146592

Level:3 Contact: Sh. R P Chandel, ED/Marketing
Email: chandelp95@railtelindia.com Contact: +91-9498037985

/* CoR stands for Customer of RailTel.

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.
4. Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP enclosed along with this EOI.
5. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products and solutions. The selected BA has to provide MAF from the OEM in the name of RailTel.
6. The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
7. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of CoR's RFP floated for pertinent tender will be complied by SI/BA/bidders.
8. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
9. No exemption/relaxation is applicable to MSME/Startups.
10. Bidder may submit their response in form of duly signed and stamped and **submit techno-commercial bid at the E-nvida portal through Online mode**, within the stipulated date and time, as mentioned in this EOI document.
11. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

RailTel has participated in CoR Tenders (as per para 3.2) & intends to execute the work for “Supply, installation, commissioning and integration of various IT infrastructure items with existing IT infrastructure for Customer of RailTel (CoR)” and accordingly seeks to select a suitable partner to execute the works.

The details of pertinent tender are as below:

Tender Title: Supply, installation, commissioning and integration of various IT infrastructure items with existing IT infrastructure for Customer of RailTel (CoR)”.

RailTel invites EOIs from RailTel’s Empaneled Partners for the selection of suitable partner for execution of above-mentioned work of our prestigious customers on back to back basis. The empaneled partner is expected to have excellent execution capability and good understanding of the local environment.

3. Scope of Work

1. Supply, installation, commissioning and integration with exiting IT infrastructure. The bidders shall have to buy back the existing D-link make Wireless Access Point DAP 2230. *(Please refer **Appendix(A)-Tender document of customer of RailTel(CoR)** for complete details of Scope of Work and Technical details and Requirement)*

4. Partner Selection: -

Interested partners may note that this is a Single stage single Packet Bid.

4.1 (i) Technical Bid contains following: -

Eligibility Criteria: -

S.No.	Type	Description	Document Required
1	Existence/ Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. valid PAN card. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31 st March 2024.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	Turnover	The bidder must have cumulative turnover at least 150% of the EOI value (i.e - Rs.3,09,65,625) in the last three financial year ending 31 st Mar,2024 and upto the date of inviting of EOI.	Balance Sheet & CA certificate
4	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31 st March 2024.	Balance Sheet & CA certificate
5	Experience	<p>The bidder must have executed similar work in last 3 years ending last day of month previous to the one in which EOI is invited.</p> <p>1. One similar work of not less than 35% of the value of EOI. (i.e- Rs.72,25,313/-)</p> <p>OR</p> <p>2. Two similar works each of not less than 20% of the value of EOI. (i.e- Rs. 41,28,750/-)</p> <p>OR</p> <p>3. Three similar works each of not less than 15% of the value of EOI. (i.e- Rs. 30,96,563/-)</p> <p>Definition of similar work: Any work related to Supply, Installation, Commissioning, Cabling and Integration with exiting IT Infrastructure/ IT/ICT/Telecom/Networking/ ITeS/ with the same or higher specifications as per scope of work mentioned in the bid document for any Government department or Public Sector Units or public listed companies.</p>	<p>Copy of Purchase/ Work Order & completion certificate issued by customer / PO issuing authority.</p> <p>The bidder must provide details of a personnel for verification purpose at PO/ certificate issuing organization clearly mentioning name of client, designation, contact number and mail ID on bidder's letter head.</p> <p>For ongoing works: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value</p>

S.No.	Type	Description	Document Required
		Note: Ongoing works will be considered for value of completed work (minimum 70% work completion) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far. It shall be additional to above mentioned clause.	on the certificate along with satisfactory completion certificate for work completed so far.
6	Certificate	Bidder should have following certification for IT service & Support): a. ISO 9001-2000 / ISO: 27000 and other related.	Copy of certificate from issuing authority.
7	Empanelment	Bidder must be empaneled with RailTel as business associate as on date of bid submission.	Copy of Empanelment letter and Empanelment PBG/EMD submitted, if any.

Evaluation of offer

- (a) During evaluation of offer, if required RailTel may ask clarification from the bidder.
- (b) 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.
- (c) The bidder 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.
- (e) Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable, on reverse charge by RailTel.

(ii) Compliance Requirements for Interested Bidders: -

- (a) The interested bidder should be an **Empaneled Partner** with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify for this EOI.
- (b) The interested bidder should submit **Earnest Money Deposit (EMD)** if applicable, in the format as mentioned in this EOI document along with the bid.
- (c) The Bidder should not be backlisted by any State / Central Government Ministry / Department/ Corporation / Autonomous Body on the last date of submission of EOI. This should be provided on letterhead duly signed and stamped by authorized signatory.
- (d) The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having

authorized signatory's nomination along with board resolution in favour of **power of attorney**.

- (e) **Undertaking on letterhead duly signed and stamped by authorised signatory** for unconditional Acceptance of the Tender document of CoR and any Other/General Document of CoR Tender RFP along with all the corrigendum and addendum.
- (f) Selected partner should **not submit directly or indirectly any techno-commercial solution/association with any other Organization once selected in this EOI (before and after submission of proposal to prospective customer Organization by RailTel)**.
- (g) The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel.
- (h) Delivery timelines for supply providing end to end services by the selected bidder is as per CoR Terms & conditions.
- (i) Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- (j) Bidder also undertake to **submit MAF of major items of the proposed solution** and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products and solutions. The selected BA has to provide MAF from the OEM in the name of RailTel.
- (k) The selected bidder will have to accept all Terms & Conditions of the EOI.
- (l) **The bidder has to mandatorily submit notarized Annexure-06 on non-judicial stamp paper of Rs. 100, else bid shall be summarily rejected.**
- (m) The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.
- (n) The interested bidder should **not be backlisted** by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.
- (o) The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to: (1) Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or; (2) Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.
- (p) The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- (q) The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause (a) to (u).

- (i) Prospective bidder's bid evaluation will be done based on above mentioned documents.
- (ii) Based on evaluation of outcome against 4.1 (i) complying eligibility criterion & 4.1 (ii) compliances requirement, whoever may qualify may be treated as Technically qualified partner.
- (iii) Work shall be awarded on back-to-back basis to the selected Business partner only when RailTel becomes L1 and receives confirmed order against the respective customer Tenders/SoR (any or all).

4.2 Financial Bid:

For the opened bid as per outcome of Clause 4.1 above, the bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document and documents of technical specifications subject to the respective overall bid is in compliance to the requirements of this EOI.

The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is re-mentioned that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP.

If COR calls RailTel for negotiations/reverse auction/reverse bid on offered commercial, RailTel will negotiate with selected CSP on back to back basis.

Work shall be awarded on back-to-back basis to the selected CSP as per CoR wise, as RailTel becomes L1 in each individual COR & receives confirmed Order.

5. Other Terms & Conditions

As of now, EOI response from interested partners is invited considering that the selected partner will responsible for delivering of complete 'Scope of Work' as mentioned in the EOI document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender is announced by CoR. In case, RailTel comes out to be winner of the CoR tender, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

If COR extends the services beyond its engagement period, it will be extended for CSP on back to back basis on mutual consent.

6. Proposal Preparation and Submission Cost

The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing

any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

7. Amendment to EOI Document

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

8. Bid Validity Period

- 8.1 Bid of Interested partners shall remain valid for the period of 45 days from the last date of submission of EOI, as mentioned in this EOI document.
- 8.2 RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 90 days from the last date of extended bid validity period.

9. Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

10. Language of Bid

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English,

translation of the same in English language is to be duly attested by the Authorized Signatory of the interested partner.

11. Submission of Bid

- 11.1 The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 11.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 11.3 An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

12. Rights to Accept / Reject any or all EOI Response

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

13. Payment Terms

- 13.1 Payment will be on 'back-to-back' basis and as per the payment terms and condition of the work order placed by RailTel's Customer. On supply, Installation, Commissioning of service and work, 80% of the total value of work will be paid on successful completion of work, balance 20% will be released after successful run of the entire IT infra set-up, subject to recovery of liquidation damage, if any.
- 13.2 Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from the Customer for the same work / services. Any deduction / Penalties levied by Customer on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.
- 13.3 No advance payment will be given to selected BA if RailTel gets the same from end customer.
- 13.4 Documents list required at the time of payment/invoice submission by selected bidder shall be:
 -
 - i PO copy issued to selected vendor.
 - ii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
 - iii Original Tax Invoice for the period claimed.
 - iv TDS declaration.

- v Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- vi Two copies of packing list identifying contents of each package.
- vii Inspection and Insurance certificate, if any.
- viii Certificate of origin for imported goods Consignee Receipt Certificate in original issued by the authorized User Department representatives/Concerned Stores Representative of the consignee.
- vi Photocopy of all documents submitted by RailTel along with their invoice to customer.

14. Performance Bank Guarantee (PBG)

- 14.1** In case of successful award of work for any or all of COR to RailTel and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP for each of individual COR . **This PBG will be for an amount of 10 (%)’ of the individual contract value.** All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.
- 14.2** The PBG should have validity for a period of 14 months as per CoR whichever is higher beyond the date of completion of all Contractual obligations. The PBG may be discharged / returned by RailTel upon being satisfied that there has been no due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- 14.3** RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 14.4** If the service period gets extended by virtue of extension of same by Customer, PBG should also be extended accordingly.
- 14.5** During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by Customer (in case) to RailTel in same Tender Reference. In such scenario(s) also, Clause No. 14.1. to Clause No. 14.4. are to be followed by the CSP.
- 14.6** In case the Customer has sought PBG of the contract in the terms of Indemnity Bond from

RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

14.7 In case Customer has sought any other types of PBG in this contract at present or in future, same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

14.8 If, Customer ask for submission for value more than 05%, same also needs to be submitted by the selected BA.

15. Details of Commercial Bid / Financial Bid

- 15.1 Interested partner should submit commercial bid strictly as per the format mentioned under the EOI document or subsequent corrigendum (if any).
- 15.2 The commercial bid should clearly bring out the cost of the services with detailed break -up of taxes.
- 15.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 15.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order orduring the Contract Period, as communicated by Customer (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 15.5 It is also possible that Customer may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.
- 15.6 It is also possible that during the contract period, Customer may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in this current EOI. In such scenario, RailTel at its sole discretion, may extend the scopeof the contract with CSP by placing order, **on back-to-back basis**.
- 15.7 In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP.
- 15.8 Delivery Period: The selected bidder has to comply the SoR delivery terms from the date of issue of confirmed LOA/PO. All clauses / terms & conditions of CoR (Customer of RCIL) including SOR, payment terms, scope of work, SLA/LD/penalty are applicable on back to back basis as per the CoR (Customer of RCIL). Delivery timelines for supply and providing end to end services by the selected bidder is as per CoR T&C including delivery period from the date of issuance of work order which is in line with the delivery timelines set by the end customer.

16. Duration of the Contract Period

The contract duration shall be same as of Customer contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 01 year**, unless otherwise

terminated earlier/ extended as mentioned in this EOI document. The contract duration can be renewed /extended by RailTel at its discern, in case Customer extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by Customer to RailTel.

17. Restrictions on 'Transfer of Agreement'

The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1 RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

18.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month, terminate/or suspend the contract /agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to Customer for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend

all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

19. Dispute Settlement

- 19.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 19.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.
- 19.3 All arbitration proceedings shall be conducted in English.

20. Governing Laws

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

21. Statutory Compliance

- 21.1 During the tenure of this Contract nothing shall be done by CSP in contravention of law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 21.2 The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

- 22.1 Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 22.2 Neither party shall remove or misuse or modify any copyright, trademark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

23. Severability

In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24. Force Majeure

- 24.1 If during the contract period, the performance in whole or in part, by other 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 EVENT) provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the 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 contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 24.2 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 contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25. Indemnity

- 25.1 The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:
- 25.2 Any mis-statement or any breach of any representation or warranty made by CSP or
- 25.2.1 The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or
- 25.2.2 Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- 25.2.3 Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- 25.2.4 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26. Limitation of Liability towards RailTel

- 26.1 The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.
- 26.2 This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

- 27.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 27.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
- 27.2.1 Is already known to the receiving Party at the time of disclosure:
 - 27.2.2 Is or becomes part of the public domain without violation of the terms hereof;
 - 27.2.3 Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
 - 27.2.4 Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 27.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.
- 27.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28. Assignment

Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

29. Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per tender specified terms.

30. Exit Management

30.1 Exit Management Purpose

30.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

30.2 Confidential Information, Security and Data: CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

30.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

30.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

30.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and/or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

31. Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

EOI COVER LETTER

(On Organization Letter Head)

Eoi Ref No.: RCIL/NR_RO/EOI/MKTG/2024-25/AIIA DATED 29.05.2024.

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of all Clauses 4 of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 60 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of EOI issued vide ref no. dated on https://..... portal, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI issued vide ref no. dated on https://.....

Signature of Authorised SignatoryName

Designation

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

S. No.	Document
1	EOI Cover Letter (Annexure-01)
2	EMD as per EOI document (EMD or Bank Guarantee as per annexure-07)
4	This EOI copy duly Signed and Stamped by the Authorized Signatory of Bidder
5	Compliance of eligibility criteria related documents as per Clause 3
6	Annexure-06 (Non submission may cause summarily rejection)
7	Any relevant document found suitable by bidder
8	Undertaking for non-blacklisting as per Annexure-8
9	Compliance to Rule 144 (xi) of GFR, 2017 as per Annexure-9
10	Power of attorney /Board Resolution for signing authority (Annexure-10)

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Annexure- 03

Commercial Bid

TO BE UPLOADED AS BOQ SHEET

Eol Ref No.: RCIL/NR_RO/EOI/MKTG/2024-25/AIIA DATED 29.05.2024

To,

General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

S.no	Description	Estimated Value (in Rs)
1	Supply, installation, commissioning and integration of various IT infrastructure items with existing IT infrastructure for CoR	₹ 2,06,43,750 /-
	Total Amount including GST	₹ 2,06,43,750 /-
	In words: Rupees Two Crores Six Lakhs Forty Three Thousand Seven Hundred Fifty Only	
	Quoted % Above /Below %
	Quoted% Above /Below (in Words)	

Note:

1. Bidder should clearly indicate the bidding above or below, while submitting commercial offer.
2. Prices in price bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figure and words. Price in words shall prevail, in the event of any mismatch.
3. Instructions to fill the Price Bid: Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank.

Signature of Authorised SignatoryName

Designation

Company Seal

Annexure- 03 (A)

Schedule of Quantities and Prices (SOR)

S. No.	Name of the item (as per Schedule of Requirement)	Make & Model	HSN Code	Quantity	Unit Name	Basic Price per unit (in ₹)	18% of GST	Other Expenditure (if any) on Column (7) (in ₹)	Per Unit Total Price inclusive of all on F.O.R. destination basis (in ₹)	Total Cost (Col-5*Col-10)
1	2	3	4	5	6	7	8	9	10	11
1	L3 Server Room Switch, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI	Cisco C9500-24Y4C-A	85176990	2	L3 Switch	10,28,734	1,85,172	-	12,13,906	24,27,812
2	L2 Edge Switch, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI	Cisco C9300X-48TX-E	85176990	3	L2 Edge Switch	5,71,897	1,02,941	-	6,74,838	20,24,515
3	L2 Access Switch, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI	Cisco C9200L-24P-4X-E	85176990	19	L2 Access Switch	2,85,388	51,370	-	3,36,757	63,98,388
4	Switch Rack 9U, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI	D-Link 9U Rack & Cat 6+	847330991	20	Rack and Cabling	16,596	2,987	-	19,584	3,91,672
5	LAN point cabling, installation, configuration, commissioning and integration with exiting LAN network including 1 year warranty and onsite support as mentioned in EOI	D-Link Cat 6+ S/TC & L2 Engg,	85441990	331	LAN Point Cabling	5,525	995	-	6,520	21,57,955
6	Uplink cable detailing, installation, configuration, commissioning and integration with exiting LAN network system including 1 year warranty and onsite support as mentioned in EOI	D-Link Uplink Cabling	85441990	22	LAN Point Cabling	14,238	2,563	-	16,800	3,69,606
7	Wireless Access Point, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI	Cisco-C9120AXI-D	85176990	70	Wireless Access Point	72,888	13,120	-	86,007	60,20,508
8	Wireless Controller, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI	Cisco C9800-L-F-K9	997331	1	Wireless Controller	7,86,692	1,41,605	-	9,28,297	9,28,297
9	Total Price including taxes (A)									2,07,18,750
	Cost of Buyback items (B)									
10	Buy Back Value of Wireless Access Point (Total of B)	Model DAP 2230 Make D-Link-Installed in 2018		70	Wireless Access Point					75,000
11	Grand Total Cost (C) (Total of A- Total of B = C)									2,06,43,750
12	Total Price in Word (including taxes)									Two Crore Six Lakh Forty Three Thousand Seven Hundred Fifty Only

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,
 General Manager (Mktg),
 RailTel Corporation of India Limited, Northern Region,
 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt (CI
 N

:) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. d
 ated

..... made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs.

..... Only). We (indicate the name and address and other particulars of

the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) 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 of any of the terms or conditions contained in the said Agreement.

2. We, the 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 by the said Contractor of any of terms or conditions contained in the said Agreement 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 (Rs Only).

3. We, the Bank undertake to pay the RailTel any money so

demand notwithstanding any dispute or disputes raised by the Contractor 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 shall have no claim against us for making such payment.

4. We, the 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 and accordingly discharges this Guarantee. Unless a demandor claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have 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 anytime or from time to time any of the powers exercisable by the RailTel against the said Contractor 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 or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

(.....indicate the name of Bank) lastly undertake not to revoke this Guarantee during its

currency except with the previous consent of RailTel in writing.

Dated the Day of 2024 for..... (Name of Bank)

In the presence of Witnesses:

1. Signature With Date

2. Signature With DateName

Name

Encl: SFMS PBG Report

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this ____ day of ___, 2024 (the “Effective Date”) at_.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under _____

the provisions of Companies Act, having its registered office at _____, (hereinafter referred to as ' '), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for.....

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “Disclosing Party”) to the other Party (each

Party, in such receiving capacity, the "Receiving Party") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- (i) written or other tangible form, such Information is

- clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. **Cooperation.** Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. **Ownership of Information.** All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. **No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. **Return or Destruction of Information.**

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need

for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. **Injunctive Relief:** Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone

may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the

remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

- (a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
 - (i) by personal delivery, when delivered personally;
 - (ii) by overnight courier, upon written verification of receipt; or
 - (iii) by certified or registered mail with return receipt requested, upon verification of receipt.
- (b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:Email.:

Attn:

Address:

Phone:Email

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations shall:
 - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in

all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement.

12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- (a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- (b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

17. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

18. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary

relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. MISCELLANEOUS.

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

By
RailTel Corporation of India limited
Name
Title
Designation

Witnesses

By
Bidder
Name
Title
Designation

Witnesses

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI 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 BA) **

I _____ (Name and designation)** appointed as the attorney/ authorized signatory of the BA (including its constituents), M/s _____ (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.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 EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, 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 EOI 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 EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** 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.
9. I/we the BA(s) have carefully read and understand terms and conditions of the tender/RFP/EOI of CoR and also accept all the terms and conditions of the tender/RFP/EOI of CoR including addendum/corrigendum.
10. I/we understand that we will submit all the required MAF/documents/annexures as per requirement of tender/RFP/EOI of CoR before reasonable time as conveyed by competent Authority of RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE BA VERIFICATION

I/We above named EOI 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 BA

Place:
Dated:

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

EMD BANK GUARANTEE FORMAT

EOI Ref No: RCIL/NR_RO/EOI/MKTG/2024-25/AIIA DATED 29.05.2024

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive ARRANGEMENT for the work of "....." [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of

_____ [name of country] having our registered office at

_____ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. xxxxxxx (Rupees **in words** only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ *

days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name, and address]* _____ days after the end of the validity period of the Bid.

Undertaking for Non-Blacklisting & Arbitration Case
(On Organization Letter Head)

Bid Ref No:

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Ref : RCIL/NR_RO/EOI/MKTG/2024-25/AIIA DATED 29.05.2024

Dear Sir,

I, the undersigned, on behalf of M/s hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

I hereby acknowledge that in the event of acceptance of bid of M/s on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date
(On Organization Letter Head)

Bid Ref No. :

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Ref : RCIL/NR_RO/EOI/MKTG/2024-25/AIIA DATED 29.05.2024

Dear Sir,

I, the undersigned, on behalf of M/s , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s..... will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity /entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory

Name

Designation

POWER OF ATTORNEY

Know all men by these presents We having its registered office at anddo hereby irrevocably constitute, nominate, appoint and authorize **Mr.**, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal..... is response to the EoI No..... including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses in all matters before the department, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our proposal and generally dealing with the department in all matters in connection with or relating to or arising out of our proposal for the said assignment and/ or upon award thereof to us till the execution of appreciate Agreement/s with the department.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF....., 2024

For **Bidder**

Accepted by: -

Person identified by me/ personally appeared before me/Attested/ Authenticated

Local Content Compliance
(On Organization Letter Head)

Bid Ref No:

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Ref : RCIL/NR_RO/EOI/MKTG/2024-25/AIIA DATED 29.05.2024

Dear Sir,

I, the undersigned, on behalf of M/s , hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid of M/s on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name
Designation

Manufacturer's Authorization Form
(on the letterhead of the Manufacturer)

Bid Ref No:

Date:

To,
General Manager (Mktg),
RailTel Corporation of India Limited, Northern Region,
6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi-110053

Dear Sir/Madam,

Ref. Your Tender Document No.

dated

We,..... who are proven and reputable manufacturers

Ofhaving factories at.....hereby authorize M/s (name and address of the bidder) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender which are manufactured by us.

- 2) We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Enquiry documents for the above Equipment / Stores manufactured by us.
- 3) We also hereby confirm that we would be responsible for supply, installation and execution of warranty of the goods under question and will provide spares parts for the period of at least 5 years for supplied item to AIIA DELHI after expiry of warranty.
- 4) We also undertake to execute warranty/guarantee during its period along with spare parts.

[Signature with date, name and designation]
For and on behalf of M/s

[Name & address of the manufacturers]

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a competent person and having the power of attorney to legally bind the manufacturer.
2. Original letter's scanned copy may be uploaded and handed over as and when directed.

*****Tender document of Customer of RailTel (CoR)*****

Chapter-II

Instructions for Bidders

1. **The bidders have to complete the entire installation and setting up/upgradation of the IT infrastructure within the given items and hand over to the Institute within contract period.**
2. Tender has been invited under two bid systems. Hence all instruction should be followed properly as mentioned in bid document.
3. All envelops should be super-scribe as **“Technical Bid for Supply, Installation, Commissioning, Cabling and Integration with existing IT Infrastructure” / “Financial Bid for Supply, Installation, Commissioning, Cabling and Integration with existing IT Infrastructure”** as the case may be. Both the bids should be kept in a bigger envelop super-scribe with Bid for **“Supply, Installation, Commissioning, Cabling and Integration with existing IT Infrastructure”**
4. All the annexure/declaration and tender documents should be signed by bidders. If these are signed by a representative, an authorization letter issued after tender publishing dated must be attached. **Tender submitted in loose sheet/unsigned shall not be considered.**
5. **The pages of tender document to be submitted by bidder should be properly numbered and an index with proper page number should be attached with the tender document.**
6. Rates quoted in respect of tender should be typed only. **Any cutting, overwriting shall not be considered.**
7. The bidder shall quote rates in Indian Rupees (INR). Rates quoted in other currency shall be treated as non- responsive and will be rejected.
8. Only technically qualified bidders will be considered for financial evaluation. Financial bid opening date and time will be intimated to technically qualified bidders only.
9. Technical compliance sheet must be attached along with catalogue where in the technical compliance will be intimated properly. **Interested bidders may obtain further information from the office.**
10. It is responsibility of bidders to ensure timely submission of bids as per given schedule and must be dropped in Tender Box. Bids received after due date will not considered.
11. In event of the above-mentioned date being declared as holiday/closed day for the AIIA, the tender event will be postponed for the next working day.
12. Price Preference Policy and Exemption for submission of various eligibility criteria documents to the Bidder registered under Make in India Initiative:- The bidders who are registered under **Make in India** Initiative and producing their products under the **“Make in India Policy of Government of India”** shall be given price preference as per Govt of India applicable Rules and Guidelines on submission of relevant certificate for availing the price preference and exemption for submission of exempted documents against this bid along with their Pre-

Qualification Bid Documents. If the certificate is not uploaded along with their offer, it will be treated as normal bidder. Producing certificate at later stage will not be considered.

- 13.** Bidders are advised to go through the Make in India initiative and Price Preference Policy before opting the same for availing benefit under this initiative.
- (a) It should be noted that this tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and all other relevant orders issued by the Government of India from time- to-time and subsequent guidelines issued by the Ministry of Electronics & Information Technology. The 'Class-I local supplier / Class-II local supplier at the time of tender bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier, as the case may be. They shall also give details of location(s) at which the local value addition is made.
 - (b) In cases of procurement for a value in excess 10.00 crore, the 'Class-I local supplier/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content
 - (c) False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.
- 14. Site Visit:** - The interested bidders may visit the proposed site to assess the requirement and better understanding of works proposed and to check the items which are offered under Buyback. The visit must be on working day only between 1100 to 1700 Hrs and expenses of visit shall be borne by bidders only. Preferably before Pre-bid meeting.

Chapter-III

General Terms and Conditions

1. Tenders should be quoted only by the Central Government PSUs having sufficient experience and expertise. Bidder should have the OEM authorization from the OEM of major devices which are to be used for wi-fi upgradation in the format given at “**Annexure-III**”. The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIA, DELHI has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. **Any authorization certificate issued in the past for participating in any specific tender shall not be considered as a valid authorization by OEM.**
2. **Bidders shall have to submit a detailed proposal and plan regarding execution of works proposed to be carried out, before finalization of technical evaluation of bids as mentioned in this bid. This representation will be before a Committee duly constituted by Competent Authority.**
3. The offered IT devices/equipment should be latest and compatible with the existing IT set-up of the Institute for smooth integration and functioning.
4. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
5. **Bidders must have attached affidavit of self-certification regarding local content as prescribed by Central Government/Nodal Ministry for IT Equipment/Devices etc.**
6. **Country of Origin**
 - i. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
 - ii. The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
 - iii. The country of origin may be specified in the Price Schedule.
 - iv. **Bidders may ensure the compliance and guidelines mentioned in Office Memorandum No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of Finance and a declaration as per above O.M. must be furnished.**

7. Terms of Delivery: Goods shall be delivered by the supplier in accordance with the terms of

delivery and as per the delivery period specified in the schedule of requirement and Supply & Delivery Clause in General Terms and Conditions Section. Please note that the time shall be the essence of the contract.

8. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: The supplier will arrange transportation of the ordered goods as per its own procedure up to Consignee Site (i.e. AIIA, DELHI, GAUTAMPURI, SARITA VIHAR, DELHI- 110076.
9. **Tender currencies:** The Bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR) in the Financial Bid Format given at Annexure-V. A Bidder quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of financial bid.

10. Tender Prices

- i. If there is more than one schedule in the Schedule of Requirements, the Bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a schedule, the Bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- ii. While filling up the columns of the Financial Bid Price Schedule, for domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - a. Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
 - b. Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading and other local costs etc incidental to delivery of the goods to their final destination will bear by Bidder;
 - c. The price of Incidental Services, as mentioned in Schedule of Requirement and Price Schedule;
 - d. The prices of Site Modification Work (if any), as mentioned in Schedule of Requirement, Technical Specifications and Price Schedule.
 - e. The Rate quoted for a product or services should be including all taxes. No additional charge/tax etc will be paid by AIIA, if claimed by Supplier at later stage.
 - f. Rates quoted will remain valid and fixed for entire bid validity period and/or for extended period. Bidder will not be allowed the change/modify rates during bid validity period.
 - g. Rate quoted should be unit wise and rate cannot be quoted beyond Maximum Retail Price(MRP).
 - h. The price of annual CMC, as mentioned in Schedule of Requirement, Technical Specification and Price Schedule (**Wherever applicable**).

Additional information and instruction on Duties and Taxes:

- 11. (a) Octroi Duty and Local Duties & Taxes:** Normally, goods to be supplied to Government Departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (liketown body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government Department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser will issue the certificate to the supplier within a week positively from the date of receipt of request from the supplier. However, if a local body still insists upon payment of receipt of such duties and taxes, the same shall be borne by the supplier. The institute will not be responsible for any such payments/reimbursement etc.
- (b) Goods and Services Tax (GST) as per GST Act 2017:** If a Bidder asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser
- (c)** The need for indication of all such price components by the Bidders, as required in this clause (viz., General Terms and Condition **Clause 10**) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.
- 12. Warranty for 12 months (to be submitted from OEM on points below)**
- I. Bidder have to submit a written guarantee/warranty from the manufacturers stating that the Devices/equipment being offered is the latest model as per the specifications and the spares for the equipment will be available for a period of at least 5 years after the guarantee/warranty period.
 - II. The manufacturer will have to keep the institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the institute at no extra cost and also they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span of the equipment, if and when required on agreed price.
 - III. Guarantee/warranty to the effect that before going out of production of spare parts, the manufacturer and/or Bidders will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
 - IV. The Guarantee/warranty to the effect that the manufacturer will make available to the institute, the blue-prints and drawing of the spare parts if and when required in connection with the equipment.

- V. The supplier has to provide warranty comprehensively for 12 months Onsite Warranty including Spare Parts & Labour etc. that the Equipment/Stores supplied under the contract is new, unused and in corporate all recent improvements and design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the Equipment/Stores supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied Equipment under the conditions prevailing in India.
- No conditional warranty like mishandling, manufacturing defects etc will be acceptable.
 - Comprehensive Warranty as well as Comprehensive Maintenance contract should be inclusive of all accessories.
 - Replacement and repair will be undertaken for the defective Equipment/Stores.
 - Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- VI. Upon receipt of such notice, the supplier shall, **within 4 hours on a 24 X 7** basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ Equipment / Stores after providing their replacements and no claim, what so ever shall lie on the purchaser for such replaced Parts/Equipment/Stores thereafter. Non-replacement will attract appropriate penalty including forfeiture of performance security on repetition of such misconduct.
- VII. **The bidders shall have to provide one resident Engineer at AIIA premises during working hours from Monday to Saturday.**
- VIII. The Bidder hereby declares that the goods/equipment/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and the particulars contained/mentioned in the clauses hereof and the Bidder hereby guarantee/Warranty that the said goods / equipment / stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/equipment/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality as follows:
- a. Bidder should state categorically whether they have fully trained technical staff or installation /commissioning of the equipment and efficient after sales services.
 - b. It is specifically required that the Bidder/Supplier will supply all the operating and service manuals along with blue-prints and drawings including circuit diagram of the equipment supplied as well as its components.
- IX. If the supplier, having been notified, fails to take appropriate action to replace the defect(s)

within **4 hours on 24X7 basis**, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier. In case of failure of rectification within given time period, AIIA will take necessary for rectification at their own end. The cost incurred on such rectification shall be borne by the service provider. Additional 5% of cost incurred, will also be charged as administrative expenditure.

13. Bidders are required to quote strictly as per specification of the equipment. If, deviation from specification, it must be brought out clearly giving deviation statement in **Annexure-VII**.
14. Additional features (in case of equipment), if any, should be listed separately in the offer. However, technical and financial evaluation will be done as per the specification mention in the Chapter-IV. The bidder should submit an undertaking for acceptance of Terms & Conditions at **Annexure-VIII** including to the effect that they have necessary infrastructure for maintenance of the equipment and will provide accessories/spares as and when required by the indenter for 05 years after expiry of the Warranty period.
15. **Applicability of Anti-Profiteering Rule under GST Act 2017:** No item should be quoted with price more than the M.R.P. by any Supplier Agency to AIIA DELHI. The MRP is required to be clearly mentioned on each of the supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Chapter-IV. The Anti-Profiteering Rule under GST Act 2017 is applicable against this Tender Enquiry on which the Supplier Agency mandatory have to pass on the benefit due to reduction in rate of tax to the AIIA DELHI by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIA DELHI), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.
16. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any other AIIA/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Director, AIIA DELHI. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming in to force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIA DELHI by the Bidder or AIIA DELHI will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
17. The Director, AIIA, DELHI has full authority to take into account the performance of manufacturer/authorized dealer or distributor / bidder and they should submit a latest

performance certificate (not older than previous financial year 2022-23) from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of IT infrastructure.

18. Terms of Delivery of Products/completion of works and Penalty/Liquidation Damage:

- I. Delivery of stores shall be F.O.R to AIIA DELHI. The AIIA DELHI is not liable for payments on account of Freight/Taxes/Expenditures which are to be paid inclusively by the suppliers.
- II. The selected Bidder shall be bound to supply and complete the works of installation and integration with a period of **90 days** from the date of receipt of work order. Thereafter suitable action as deemed fit, will be initiated. The hospital will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of the bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/gravity of the case.
- III. The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty of 0.5% of the value of order per week for delay in completion of works subject to maximum of 10% of awarded value. No supplies will be entertained thereafter, and it will be treated as withdrawal by the bidder for which action will be taken as per the bid security declaration and other relevant rules/guidelines issue by Government in this regard. Part supplies will not be accepted / allowed at AIIA DELHI.

19. INSPECTION OF SUPPLIES & ACCEPTANCE:

Inspection will be done by the Committee duly constituted by Director, AIIA, Delhi and or its authorized representatives in AIIA DELHI Hospital premises at designated place in presence of supplier or its representative. Any cost incurred for carry out the inspection/testing etc, shall be borne by Supplier Agency. **The supplied goods/works will be accepted by Institute on approval of the Committee. The Bidders shall have to obtain prior approval of the Committee for the works at different stage as and when required.**

20. INCIDENTAL SERVICES:

The supplier shall be required to perform the following services at Consignee Site:

- a) Installation & commissioning, Supervision and Demonstration of the Equipment/Goods
- b) Providing required jigs and tools for assembly, minor Civil/Electrical/ Plumbing / any other needed engineering works etc required for the completion of the installation.
- c) Training of Consignee's Doctors, Staff, operator etc. for operating and maintaining the Equipment/Goods, if required.
- d) Supplying required number of operation & maintenance manual for the goods

21. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS

The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the good sin terms of the contract. Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/purchase Order, the complete details of dispatch and supply the following documents by registered post/ speed post/courier (or as instructed in the contract):

- i. Three copies of supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
- ii. Two copies of packing listed identifying contents of each package; if applicable
- iii. Certificate of origin for goods of foreign origin;
- iv. Insurance Certificate, if applicable
- v. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- vi. Work completion certificate from the respective Department

22. Taxes, Duties, Incidental Services and Warranties: Supplier shall be entirely responsible for all taxes, duties, fees, levies, incidental Services, Warranties etc. incurred until delivery of the contracted goods to the purchaser.

23. Terms and mode of payment:

Final Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

24.1 Payment for Goods: Payment shall be made in Indian Rupees as specified in the contract in the following manner:-

On supply, Installation, Commissioning of service and work, 80% of the total value of work will be paid on successful completion of work, balance 20% will be released after successful run of the entire IT infra set-up, subject to recovery of liquidation damage, if any.

(a) On successful completion of supply, Installation, Commissioning of service and work (Preferably within three weeks' time of "Consignee Receipt Certificate (CRC)" and Subject to submission of following documents)

1. Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount
2. Two copies of packing list identifying contents of each package
3. Inspection certificate, if any
4. Insurance Certificate, if any
5. Certificate of origin for imported goods
6. Consignee Receipt Certificate in original issued by the authorized User Department representatives/Concerned Stores Representative of the consignee.

(b) On successful Operations of the entire IT infra set-up:-

Balance twenty percent (20%) payment would be made against 'successful operation of

the entire IT infra set-up and issuance of satisfactory report from the IT committee/user department subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

- 24.2. The supplier shall not claim any interest on payments under the contract.
- 24.3. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time by the Government.
- 24.4. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 24.5. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 24.6. While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forth with.
- 24.7. In case where the Service Provider is not in position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions: -
- ✓ The Service Provider will make Equipment/goods for any defect or deficiency that the consignee(s) may report within six months from the date of dispatch of goods.
 - ✓ Delay in supplies, if any, has been regularized subject to deduction of applicable LD.
 - ✓ The contract price where it is subject to variation has been finalized.
 - ✓ The service provider furnishes the following undertakings on the of appropriate value.
- I/We, __certify that I/We have not received back the Inspection Note Duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt/non completion of works, shortage or defects in the goods supplied/works assigned. I/ W agree to rectify defect or deficiency that the consignee/user may report within three months from the date of receipt of this balance payment.

24. Sub-Letting of works:-

Selected Bidders shall not be allowed to sub-let the works to any other agency. In case of any unprecedented situation it can be done only after approval of Competent Authority in AIIA.

25. OTHERS:

Technical Evaluation Committee/Procurement Committee and other committees as duly constituted by the Competent Authority will decide regarding approval of Items, Rates and Quantities required to be procured (increase/ decrease in either side as indicated at **Chapter-IV** for different categories of Equipment /items as per requirement of AIIA, DELHI. Decision of the Director, AIIA will be final and binding to all parties.

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency (ies) without prior written consent of the Director, AIIA, DELHI. If it is found that the firm has given sub-contract to another Agency, the contract shall stand canceled & the performance security deposit of such Bidder shall be forfeited by AIIA, DELHI. The AIIA, DELHI shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of the ordered Equipment/Stores/Goods/Items/service/works at AIIA, DELH

26. FORCE MAJEURE: -

Any omission or fail to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the either, if such failure of omission or failure arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure ' conditions.

27. DISPUTES AND ARBITRATION:

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIA, DELHI for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be blinding on the contracting parties.

28. LAW GOVERNING THE CONTRACT AND JURISDICTION:

The contract Governed under Contract Act 1872 Indian Competition Act 2002 and instructions thereon from the government of India issued in this regard from time to time. The Court of DELHI shallalone have jurisdiction to decide any dispute arising out of or in respect of the contract.

29. PERFORMANCE SECURITY DEPOSIT:

The successful Bidder will be liable to deposit 8% of value of the Contract/Purchase Order as Performance Security Deposit in favor of "Director, AIIA DELHI" by way of "Performance Bank Guarantee" in the format given at **Annexure-VI** in the form of Fixed Deposit Receipt" from Scheduled Nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 1 year warranty period + 2 months (valid for i.e. 14 months) in case of supply of Equipment, subject to successful fulfillment of terms and conditions, on receipt of requisite No dues certificate from the concerned departments/authorities. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. For CMC(if applicable) after expiry of warranty period, the 3% Security Deposit of total CMC cost shall be deposited by the Bidder to AIIA, DELHI in the format given at "**Annexure-VI**".

30. RECOVERY OF EXCESS PAYMENT MADE TO SUPPLIER AGENCY:

If a result of post payment audit any over payment is detected in respect of any supply/works done by the supplier Agency or alleged to have been done by the Agency under this Tender Enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to be deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from AIIA DELHI within 30 days time period as and when they will receive written request from AIIA DELHI in this connection.

31. UNDER PAYMENT TO BE MADE TO SUPPLIER AGENCY:

If a result of post payment audit any under payment is detected in respect of any supply/work done by the supplier Agency under this Tender Enquiry, it shall be duly paid by the Institution to the concerned Supplier Agency.

32. RESPONSIBILITY OF SUPPLIER AGENCY FOR PROVIDING COPIES OF RELVANT RECORDS:

The Supplier Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by AIIA, DELHI.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

33. SERVICE SUPPORT AND REDRESSEAL OF COMPLAINT: All Bidders have to provide a dedicated/Toll free No. for service support and an Escalation Matrix along with Name, Designation and Mobile number of contact person.

34. SUBMISSION OF MORE THAN ONE OFFER: If any bidder is participating in this tender through more than one offer in the capacity of Director/ Proprietor/Partnership in other firms who can access the information of other bidders through any means and mode of connection. If at any stage it is found the formation of cartel, the involve bids will be rejected and bidders

will be blacklisted.

35. BID EVALUATION CRITERIA:

- (i) All the bidder shall be primarily evaluated on pre-qualification criterion viz having submitted all relevant documents, fulfilling statutory obligations/compliance, Experience, Turnover etc.
- (ii) The bidders must submit the documents as mentioned in the Chapter -V of the bid document. All the document should be submitted along with bid submission. Document submitted at later stage will not be accepted.
- (iii) Only technically qualified bidders shall be considered for financial evaluation.
- (iv) Final Financial value will be based on rate quoted (for works along with required items (including passive items). Price quoted shall be considered final including all taxes/charges etc. as in Bid document minus buy back value.

Chapter-IV

Scope of Work and Technical Details and Requirement

This invitation for bid is for undertaking the following requirement of the Institute for undertaking the following activities, which are required for Supply, installation, commissioning and integration with existing IT infrastructure. The bidders shall have to buy back the existing D-link make Wireless Access Point DAP 2230.

1.1 L3 Server Room Switch, cabling, installation, configuration, commissioning and integration at below mentioned Locations:

S.No.	Item list	Quantity#	Location
1	Switch 24 Port SFP+ supported by 1G & 10G with same OEM SFP+ modules to be supported by 1G & 10G	02	Server room

1.1.1 L2 Edge Switch, cabling, installation, configuration, commissioning and integration at below mentioned locations

S.No.	Item list	Quantity#	Location
1	Edge Switch 48 Port with 4 Port SFP+ supported by 1G & 10G with same OEM SFP+ modules to be supported by 1G & 10G	03	OPD, IPD and Admin

1.1.2 L2 Access Switch, cabling, installation, configuration, commissioning and integration at below mentioned Locations:

S.No.	Item list	Quantity#	Location
1	Access Switch PoE+24 Port	19	Various location like OPD, IPD and Admin

1.1.3 Switch Rack 4U, cabling, installation, configuration, commissioning and integration at below mentioned Locations:

S.No.	Item list	Quantity#	Location
1	Switch Rack 9U	20	Various location like OPD, IPD and Admin

1.1.4 LAN point cabling, installation, configuration, commissioning and integration with existing LAN network system at below mentioned Locations-

S.No.	Item list	Total LAN Point#	Location
1	LAN Point	331	Various building and floor

1.1.5 Uplink cable detailing, installation, configuration, commissioning and integration with existing LAN network system at below mentioned Locations

S.No	Name of Building	Uplink cable To Floor#	Uplink cable From Floor
1	Academic	Basement	3rd
2	Academic	Ground	3rd
3	Academic	1 st	3rd
4	Academic	2 nd	3rd
5	Academic	3 rd	3rd
6	Academic	4 th	3rd
7	Academic	5 th	3rd
8	Academic	6 th	3rd
9	Academic	7 th	3rd
10	IPD	Basement	2nd
11	IPD	Ground	2nd
12	IPD	1 st	2nd
13	IPD	2 nd	2nd
14	IPD	3 rd	2nd
15	IPD	4 th	2nd
16	IPD	5 th	2nd
17	OPD	Basement	Ground
18	OPD	Ground	Ground
19	OPD	1 st	Ground
20	OPD	2 nd	Ground
21	OPD	3 rd	Ground
22	OPD	4 th	Ground

1.1.6 Wireless Access Point, cabling, installation, configuration, commissioning and integration.

S.No	Device Name	Quantity#	Location
1	Wireless Access Point	70	Various

1.1.7 Wireless Controller, cabling, installation, configuration, commissioning and integration.

S.No.	Device Name	Quantity#	Location
1	Wireless Controller- Hardware	1	Server Room

1.1.8 Buy Back items Wireless Access Point which to be taken by the Bidder.

Sl. No	Device Name	Make	Year of Commissioning	Qty	Location	Conditions
1	Wireless Access Point DAP 2230	D-Link	Oct 2018	70	Various	Working

The final quantity may vary

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of quantity mentioned at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2 Detailed Scope of Work

The bidder will provide specifications and quantities, which are minimum requirements. The given specifications may be met either in the same unit or in any combination of units. In case of variations in quantities, the rates mentioned by the Bidder in the relevant rate schedule shall apply. The bidder have to quote only from compatible OEM makes for the goods and services mentioned in this request for Proposal for Active components ie.(Switches/Wi-fi controller/ Wi-fi access Points).

The responsibility of satisfying the Institute and the Bidder lies with the Bidder.

The Bidders may quote for any of the following lots but they are necessarily required to quote for all the sections within a lot.

Minimum Specifications - Passive Devices

Equivalence or superiority claimed must be properly justified with the supporting documents and product brochures

Passive Materials, Racks and Other materials such as PVC casing capping must be from reputed brands. All network passive materials must be from the same brand for respective category. Mix and match of passive materials from different brands will be a disqualification for the bid. The material make and model should be explicitly specified for these. If these are not specified, it will be a disqualification for the bid.

Technical Scope in Details

2.1.1 Core Switch (L3) Server Room Switch, cabling, installation, configuration, commissioning and integration at below mentioned Locations:

S.No.	Item list	Qty#	Location
1	Core Switch 24 Port SFP+ supported by 1G & 10G with same OEM SFP+ modules to be supported by 1G & 10G	02	Server room

Core Switch (L3) 24-Port SFP NON-POE Switch Specification: -

Sub-Spec	Value
Number of Access /Downlink Ports	24 Port SFP+ supported by 1G & 10G with same OEM SFP+ modules to be supported by 1G & 10G
Type of Switch	NON-PoE
Number of 10/100/1000Base-T Ports	8 Port Ethernet
Number of 10 G SFP+Port (Uplink)	4 SFP+ + supported by 1G & 10G with same OEMSFP+ modules to be supported by 1G & 10G
Management Port (RJ45/RS 232/USB)	Yes
RAM (MB)	16384
Flash Memory (MB)	2048

9K MTU Supported(Minimum)	Yes
Console Port	Yes
Redundant Power supply	Yes
Redundant Power Supply Type	Internal
Redundant Power Supply (Hot Swappable)	Yes
Redundant Fan	Yes
Operating System	Yes
Dedicated Stacking	Yes
Stacking Bandwidth(Gbps)	320
Switching Capacity / Forwarding Bandwidth(Non Blocking / Line Rate /Wired Speed) 2x (Numbers of access ports + Number of Up link Ports) (Gbps)	
Throughput / Forwarding Performance (MPPS)	More than 415
Layer 2 Protocols	802.1Q VLAN, LACP, STP, MSTP, RSTP, VxLAN, IEEE, 802.3x,VLAN
Number of VLANSupported	4096
Number of VLAN IDSupported	4096
Number of IPV4 Routes	212,000 indirect + direct
Total number of IPv4Multicast Routes	32,000
Number of IPV6 Routes	212,000 indirect + direct
Total number of IPv6Multicast Routes	32,000
Number of Mac Address Supported	64,000
Basic Layer-3 Protocol	Static Routing, Routed Access (RIP, OSPF – Up to 1000 routes),PBR, PIM Stub Multicast (up to 1000 routes)), PVLAN, VRRP, PBR, QoS, FHS, 802.1x,Macsec-128, CoPP, IP SLA Responder, SSO
Advance Layer-3Protocol	BSR, MSDP, IP SLA, OSPF,

Premium Layer-3 Protocol	OSPFv2, OSPFv3, PBR/PIM/SM/PIM SSM/PIM-BIDIR
Security Feature	25K Security ACL, 8K Multicast, RAGuard, DHCP Snooping, Dynamic ARP,
	Inspection, ACL, 802.1x, RADIUS/ TACACS, Port Security, BPDU, Guard, IGMP snooping
Management Protocol	GUI, CLI, Telnet, TFTP, SNMPv1, SNMPv2/V2C, SNMPv3, NTP, Openflow, 1.3, RMON, SSHv2, Single IP Management
QoS	Up to 15K QoS ACL Scale, 802.1p, SP, Queues per port, Sflow, SNTP, Shaping, Policing / Rate
Dimension / Form Factor (RU)	1
On Site OEM Warranty (Year)	1
Deployment	in active-active with stacking clustering for higher availability through either DAC or fibre cable
Mounting Arrangement	Rack Mountable

- A. Proper labeling on switch to switch connection done by supplier. Pattern will be provided by AIIA.
- B. In this work complete configuration of switch along with VLAN is also required as per AIIA network.
- C. Standard operating procedure manual to be required as per AIIA configuration
- D. Switch Logical Diagram to be required as per AIIA Network.
- E. 24 LC-LC OEM Patch cord and 10 LC-SC OEM patch cord supported by 1G & 10G.
- F. Quantity of majority of passive items have been defined but the exact quantity may vary.
- G. Transceiver will be short range (multimode).

2.1.2 Edge Switch (L2), cabling, installation, configuration, commissioning and integration at below mentioned Locations:

S.No.	Item list	Quantity#	Location
1	Edge Switch 48 Port with 4 Port SFP+ supported by 1G & 10G with same OEM SFP+ modules to be supported by 1G & 10G	03	OPD, IPD and Admin

Edge Switch (L2), 48-Port Switch Specification: -

Specification	Value
Maximum Number of Access /Downlink Ports	48 10G/1G copper
Type of Switch	Non PoE
Number of 10/100/1000 Base-T Ports	48
Number of 10 G SFP+ Port (Uplink)	4 SFP+ supported by 1G & 10G with same OEM SFP+ modules to be supported by 1G & 10G
Management Port (RJ 45/RS 232/USB)	Yes
RAM (MB)	4096
Flash Memory (MB)	1024
9K MTU Supported (Minimum)	Yes
Console Port	Yes
Redundant Power supply	Yes
Redundant Power Supply Type	Internal
Redundant Power Supply (Hot Swappable)	Yes
Redundant Fan	Yes
Operating System	Yes
Dedicated Stacking	Yes
Stacking Bandwidth (Gbps)	320
Switching Capacity / Forwarding Bandwidth (Non Blocking / Line Rate /Wired Speed) 2x (Numbers of access ports + Number of Uplink Ports) (Gbps)	208
Throughput / Forwarding Performance (MPPS)	154
Layer 2 Protocols	802.1Q , VLAN,LACP,STP,MSTP,RSTP,IEEE 802.3x,VLAN
Number of VLAN Supported	4000
Number of VLAN IDs Supported	4000
Number of IPV4 Routes	10000
Number of IPV6 Routes	5000
Number of Mac Address Supported (k)	32
Basic Layer-3 Protocol	Static Routing,RIPv1,RIPv2,OSPFv2,OSPFv3,RIPng,PBR
Advance Layer-3 Protocol	OSPFv2,OSPFv3,PBR, PIM-SM,PIM-DM
Premium Layer-3 Protocol	PIM-SM,PIMDM, VRRP,

Security Feature	RA Guard, DHCP Snooping, Dynamic ARP, Inspection, ACL, 802.1x, RADIUS/ TACACS, Port Security, BPDU, Guard, IGMP snooping
Management Protocol	GUI, CLI, Telnet, TFTP, SNMPv1, SNMPv2/ V2C, SNMPv3, NTP, Openflow, 1.3, RMON, SSHv2, Single IP Management
QoS	802.1p, SP, Queues per port, SNTP, Shaping, Policing /Rate
Dimension / Form Factor (RU)	1
IPv6 Ready from day 1	Yes
On Site OEM Warranty (Year)	1
Deployment	in active-active with stacking clustering for higher availability through either DAC or fibre cable

- A. Proper labeling on switch and switch rack should be done by supplier. Pattern will be provided by AIIA.
- B. In this work complete configuration of switch along with VLAN is also required as per AIIA network.
- C. Standard operating procedure manual to be required as per AIIA configuration
- D. Switch Logical Diagram to be required as per AIIA Network.
- E. Quantity of majority of passive items have been defined but the exact quantity may vary.
- F. Transceiver will be short range (multimode).
- G. The above switch may need to be installed in existing AIIA Network rack at floor. The required passive items need to be provided by bidder

2.1.3 Access Switch (L2) PoE+, cabling, installation, configuration, commissioning and integration at below mentioned Locations:

S.No.	Item list	Quantity#	Location
1	Access Switch PoE+ 24 Port	19	Various location like OPD, IPD and Admin

Access Switch 24-Port PoE+ Switch Specification: -

Specification	Value
Maximum Number of Access / Downlink Ports	24 PoE+
Type of Switch	Full PoE +
Number of 10/100/1000 Base-T Ports	24 PoE+
Number of 10 G SFP+ Port (Uplink)	2 SFP+ 1G & 10G with same OEM SFP+ modules

	supported by 1G & 10G
Management Port (RJ 45/RS 232/USB)	Yes
RAM (MB)	2048
Flash Memory (MB)	512
9K MTU Supported (Minimum)	Yes
Console Port	Yes
Redundant Power Supply	Yes
Redundant Power Supply Type	Internal
Redundant PowerSupply (Hot Swappable)	Yes
Redundant Fan	Yes
Redundant Fan (Hot Swappable)	No
Operating System	Yes
Stacking Bandwidth (Gbps)	320
Switching Capacity / Forwarding Bandwidth(Non-Blocking / Line Rate /Wired Speed) 2x (Numbers of access ports + Number of Uplink Ports) (Gbps)	More than 128
Throughput /Forwarding Performance (MPPS)	More than 96
Layer 2 Protocols	802.1Q VLAN,LACP,STP,MSTP,RSTP,IEEE 802.3x,VLAN
Number of VLAN Supported	4000
Number of VLAN IDs Supported	4000
Number of IPV4 Routes	4000
Number of IPV6 Routes	2000

Number of Mac Address Supported (k)	16
Basic Layer-3 Protocol	Static Routing, RIPv1, RIPv2, OSPFv2, OSPFv3, RIPvng, PBR
Advance Layer-3 Protocol	OSPFv2, OSPFv3, PBR, PIM-SM, PIMDM
Premium Layer-3 Protocol	PIM-SM, PIM-DM, VRRP
Security Feature	RA Guard,,DHCP Snooping,Dynamic ARP, Inspection,ACL,802.1x,RADIUS/TACACS,Port Security,BPDU, Guard,IGMP snooping
Management Protocol	GUI, CLI, Telnet, TFTP, SNMPv1, SNMPv2/ V2C, SNMPv3, NTP, Openflow, 1.3, RMON, SSHv2, Single IP Management,
QoS	802.1p,SP,Queues per port, SNTP, Shaping, Policing / Rate
PoE Power Budget (Watt)/Port	As per standard per port
Dimension / Form Factor (RU)	1
IPv6 Ready	Yes
On Site OEM Warranty	1 year

- A. Proper labeling on switch to switch connection done by supplier. Pattern will be provided by AIIA.
- B. In this work configuring of switch and VLAN is also required as per AIIA network.
- C. Standard operating procedure manual to be required as per AIIA configuration
- D. Switch logical diagram to be required as per AIIA Network.
- E. Quantity of majority of passive items have been defined but the exact quantity may vary.
- F. Transceiver will be short range(multimode).
- G. The above switch may needs to be installed in existing AIIA Network rack at floor. The required passive items needs to be provided by bidder.

2.1.4 Switch Rack 4U, cabling, installation, configuration, commissioning and integration at below mentioned Locations:

S.No.	Item list	Quantity#	Location
1	Switch Rack 9U	20	Various

Specification Name	Bid Requirement (Allowed Values)
Usability	Network Switches/Routers/Firewall/ DVR/NVR/Audio-Visual Equipment/Low Depth Servers
Front Door	Glass Door with Key Lock
Rear door	Not Available due to Wall Mount Provision Rear door available For Floor Stand Rack
Side Panels	Fixed Welded/bolted with Top/Base Frame
Cable Entry Cut	Top/ Bottom
Cooling Option	2 fan Provision mounted on Top Panel
Power Distribution Unit	6 Socket 5 & 15 AMP Horizontal

4U Rack Specification: -

- A. 30 Nos Patch Panel 24 port.
- B. Patch Cord for each LAN point 1M/2M CAT 6 OEM.
- C. PDU 4 Socket 5 & 15 AMP Horizontal.
- D. Rack labeling as per AIIA format.
- E. Quantity of majority of passive items have been defined but the exact quantity may vary.
- F. Transceiver will be short range(multimode).

2.1.5 LAN point cabling, installation, configuration, commissioning and integration with exiting LAN network system at below mentioned Locations-

S.No.	Item list	Total LAN Point#	Location
1	LAN Point	331	Various building and floor

LAN Point Location details: -

S.No	Name of Building	Floor	Room Number/Location	No of LAN (Internet Point) required#
1	Academic	3 rd	342	1
2	Academic	3 rd	PhD room	2
3	Academic	4 th	412 A/3	2
4	Academic	5 th	503	1
5	Academic	5 th	513	3
6	Academic	5 th	516	2

7	Academic	5 th	517	2
8	Academic	5 th	521	2
9	Academic	5 th	Reception	1
10	Academic	5 th	Reception	1
11	Academic	6 th	601	1
12	Academic	6 th	609	1
13	Academic	6 th	For reception table	1
14	Academic	6 th	For the table near601	1
15	Academic	6 th	For the table near614	1
16	Academic	6 th	For the table near614	1
17	Academic	6 th	Glass cabin near617	1
18	Academic	7 th	701	1
19	Academic	7 th	702	1
20	Academic	7 th	703	1
21	Academic	7 th	704	1
22	Academic	7 th	705	1
23	Academic	7 th	706	4
24	Academic	7 th	707	2
25	Academic	7 th	708	1
26	Academic	7 th	710	2
27	Academic	7 th	716	1
28	Academic	7 th	720	1
29	Academic	7 th	723	10
30	Academic	7 th	725	4
31	Academic	7 th	711 Glass chamber - Seminar room	9
32	Academic	7 th	PhD room	3
33	Academic	Basement	Ac Plant	1
34	Academic			11
35	Academic	Ground	Admin and account	17
36	Academic	Ground	Dean office gallery	1

37	Academic	Ground	Dean office gallery	1
38	Academic	Ground	Dean office PH.D	1
39	Academic	Ground	Joint director gallery	1
40	Academic	Ground	Joint director gallery	1
41	Hospital Block	1 st	118	2
42	Hospital Block	1 st	119	1
43	Hospital Block	1 st	121	2
44	Hospital Block	1 st	111 and 112	4
45	Hospital Block	1 st	Committee Room	1
46	Hospital Block	1 st	Newly Built (Room no. not assigned)	8
47	Hospital Block	1 st	Newly Built (Lab Waiting Area)	4
48	Hospital Block	1 st	Reception (Hospital Admin)	1
49	Hospital Block	2nd and 1 st		5
50	Hospital Block	2nd Floor	209	3
51	Hospital Block	2nd Floor	210, 212	2
52	Hospital Block	2nd Floor	Front of NICU	1
53	Hospital Block	2nd Floor	ICU	2
54	Hospital Block	2nd Floor	Labour Room	1
55	Hospital Block	2nd Floor	Newly Built	1
56	Hospital Block	2nd Floor	Newly Built	2
57	Hospital Block	2nd Floor	Nurses Station Near Room No. 213	1
58	Hospital Block	2nd Floor	Nursing Station (NICU) 215	1
59	Hospital Block	3 rd	301	1

60	Hospital Block	3 rd	336	2
61	Hospital Block	3 rd	Nursing Station B	1
62	Hospital Block	3 rd	Nursing Station A2	1
63	Hospital Block	3 rd	pvt-16, Semi pvt-7, G. ward- 4 and Nsgst-1, Nsg st-2	29
64	Hospital Block	3 rd	Utility Room Near333	1
65	Hospital Block	4 th	438	1
66	Hospital Block	4 th	20 room and Nsgst-1, Nsg st-2	22
67	Hospital Block	5 th	501- 505,507,509,513- 517,509,521,523,524, Nsg st-1, Nsg st-2	18
68	Hospital Block	5 th	Corridors nsgStation -2	5
69	Hospital Block	Basement	Laundry Department	1
70	Hospital Block	Ground	FLU OPD	1
71	Hospital Block	Ground	IPD reception Area(Newly built)	4
72	Hospital Block	Ground	OPD No. 8 (Newlybuilt)	1
73	Hospital Block	Ground	OPD NursingSection (Shifted to other)	1
74	Hospital Block	Ground	Outside corridor near OPD no.4 (Plan to Build newOPD room)	1

75	Hospital Block	Ground	Post Covid opd(Newly Built)	1
76	Hospital Block	Ground	Room No. 14	1
77	Hospital Block	Ground	Room No.15	1
78	Hospital Block		OT	1
79	OPD A-block blood bank	1 st	114	3
80	OPD A-block blood bank	1 st	115	4
81	Academic Block	4 th	Ayu Informatics Lab	5
82	Hospital Block	3 rd	Kriyakalpa room (342)	2
83	7th Floor	7 th	Skill Lab	10
84	Hospital Block	2 nd	222,223,224,220	8
85	Hospital Block	1	112	2
86	Hospital Block	2	211	2
87	Hospital Block	3	342	2
88	Hospital Block	1	Conference room	2
89	Hospital Block	1	115	2
90	Hospital Block	Ground floor	Security officer	2
91	Academic	Ground floor	Mini Audi	4
92	Academic	Ground floor	Conference room	7
93	Academic	Ground floor	Committee room	3

94	Academic	1	101,102,103	3
96	Academic	2	219,220	4
97	Academic	3	311,312	4
98	Academic	4	405,406	4
99	Academic	5	505,506	4
100	Academic	6	618,622	4
101	Academic	7	720,725	4
102	NA	NA	Audi vedio Swicth roon, and CCTV Swicth room	4
103	Academic	3 rd	Pharmacology Laboratory	8

- A. OEM CAT 6 LAN wire as per requirement (this may depend upon position and root of wire).
- B. OEM PVC Conduit as per requirement (this may depend upon position and root of wire).
- C. Flexi OEM PVC Conduit as per requirement (this may depend upon position and root of wire)
- D. Connector OEM RJ 45, Printed Numbering ferrule as per AIIA pattern and OEM I/O connector with Gang Box and Faceplate etc.
- E. Wiring, Installation, commissioning and integration exiting LAN along with other required passive items.
- F. LAN and Switch logical diagram will be required.
- G. Penta testing reports required for all LAN cabling.
- H. Transceiver will be short range(multimode).
- I. Quantity of majority of passive items have been defined but the exact quantity may vary.

2.1.6 Uplink cable laying, installation, configuration, commissioning and integration with exiting LAN network system at below mentioned Locations

S.No	Name of Building	Uplink cable To Floor#	Uplink cable From Floor
1	Academic	Basement	3 rd
2	Academic	Ground	3 rd
3	Academic	1 st	3 rd
4	Academic	2 nd	3 rd
5	Academic	3 rd	3 rd
6	Academic	4 th	3 rd
7	Academic	5 th	3 rd
8	Academic	6 th	3 rd
9	Academic	7 th	3 rd
10	IPD	Basement	2 nd
11	IPD	Ground	2 nd
12	IPD	1 st	2 nd
13	IPD	2 nd	2 nd

14	IPD	3 rd	2 nd
15	IPD	4 th	2 nd
16	IPD	5 th	2 nd
17	OPD	Basement	Ground
18	OPD	Ground	Ground
19	OPD	1 st	Ground
20	OPD	2 nd	Ground
21	OPD	3 rd	Ground
22	OPD	4 th	Ground

- A. OEM CAT 6 LAN wire as per requirement (this may depend upon position and root of wire).
- B. OEM PVC Conduit as per requirement (this may depend upon position and root of wire).
- C. Flexi Standard PVC Conduit as per requirement (this may depend upon position and root of wire)
- D. Connector OEM RJ 45, Printed Numbering ferrule as per AIIA pattern and OEM I/O connector with Gang Box and Faceplate etc.
- E. Wiring, Installation, commissioning and integration exiting LAN along with other required passive items.
- F. LAN and Switch logical diagram will be required as per AIIA network.
- G. Penta testing reports required for all LAN cabling.
- H. Transceiver will be short range(multimode)
 - I. Quantity of majority of passive items have been defined but the exact quantity may vary.

2.1.7 Wireless Access Point, cabling, installation, configuration, commissioning and integration.

S.No	Device Name	Quantity#	Location
1	Wireless Access Point	70	Various

Wireless Access point Specification: -

Specification Name	Bid Requirement (Allowed Values)
Deployment	Indoor
Type of Access Point	Controller Based, Wi-Fi 6 enabled
Frequency Band	2.4 GHz & 5.0 GHz Both bands simultaneously
Supported Wi-fi Standards	802.11ac, 802.11 a/b/g/n/ac, 802.11ac Wave 2, 802.11ax, Bluetooth 5.0
Max Wireless Signal Range in Mts	50mts wpa3 support
system memory	2048 MB DRAM, 1024 MB flash
Supported Encryption	WPA-PSK, WPA2 AES
	Multigigabit Ethernet support: Provides uplink speeds of 2.5 Gbps, in addition to 100 Mbps and 1 Gbps. All speeds are supported on Category 5e cabling for an industry first, as well as 10GBASE-T

Dedicated Rj45 Port	(IEEE 802.3bz) cabling, 1x 100, 1000, 2500, 5000 Multigigabit Ethernet (RJ-45)
Device Management	Web-based Configuration Interface (GUI), User Defined Network, CLI, RF Application-Specific Integrated Circuit (ASIC)
On Site OEM Warranty(Years)	1
Wireless Speed Up to	3600 Mbps
Support Number of WLAN(SSID) per AP:	32
Powering options:	minimum PoE+ input power 802.3at power
Other	1- Bidder should submit Wi-Fi heat map (signal strength) visually represents wireless signal strength and coverage generated through third-party system or device. 2- The complete installation and configuration of Wi-fi access point and controller to be done by the bidder as per AIIA existing network setup and plan. 3- The complete replacement of Wi-fi access point(floor mounting) as per AIIA existing floor mounting plan.

2.1.8 Wireless Controller, cabling, installation, configuration, commissioning and integration.

S.No.	Device Name	Quantity#	Location
1	Wireless Controller- Hardware	1	Server Room

Wireless Controller- Hardware Specification: -

Specification Name	Bid Requirement (Allowed Values)
Type of Controller (Appliance)	Hardware with Wi-Fi 6 enabled.
Number of access pointSupported (Numbers)	More than 70.0 Or higher
Throughput	Up to 40 Gbps
VLAN Supported and Maximum policytags	4096 and 2000
Maximum Scalability --Number of	More than 250.0 Or higher

AccessPoints	
Frequency Band	2.4 & 5.0 GHz both bands Simultaneously
Supported Encryption	WEP, WPA-PSK, WPA-TKIP, WPA2AES, 802.11i, EAPTLS
Power Supply	redundant power supply
Disk Type	SSD/HDD both supported
On Site OEM Warranty (Years)	1
Number of Ethernet Port andSFP Port	2 or higher and 2 or higher SFP+supported with 1 and 10 G withsame OEM SFP+ module Respectively
Management Interface Mounting Arrangement	Graphical user interface and: RackMountable respectively, CLI
Rogue access point detection, Access control list &High Availability and IP v6 support	Yes
Number of WLAN (SSID) And Supported Wi- fiStandards	more than 20 and 802.11ac , wi-fi 6etc respectively
Heat Map	The Wi-Fi controller should able to show complete signal coverage Heatmaps for regular monitoring of the Wi-Fi signalstrength and working of signal strength of Wi-Fi access point during the warranty period for providing uninterrupted Wi- Fi signal in AIIA campus.

2.1.9 Buy Back items (Wireless Access Point) which to be taken by the Bidder.

AIIA has AIIA Wi-fi Network with software base wi-fi controller which to be taken by the Bidder after completion of installation and commission of wi-fi devices as mentioned in this tender

S.No	Device Name	Make	Year of Commissioning	Qty	Location	Conditions
1	Wireless Access Point DAP 2230	D-Link	Oct 2018	70	Various	Working

The Detailed Specification of Device is mentioned below

Device Interfaces	<ul style="list-style-type: none"> • 802.11 n/g/b wireless • 10/100BaseT Fast Ethernet LAN PoE
-------------------	--

LED	<ul style="list-style-type: none"> • Power/Status
Standards	<ul style="list-style-type: none"> • IEEE 802.11 n/g/b • IEEE 802.3u/af
Wireless Frequency Range	<ul style="list-style-type: none"> • 204 to 2.4835 Ghz
Security	<ul style="list-style-type: none"> • WPA-Personal • WPA-Enterprise • WPA2-Personal • WPA2-Enterprise
Network Management	<ul style="list-style-type: none"> • Telnet • Secure Telnet (SSH) • D-Link Central Wifi Manger • SNMP
Operating Voltage	<ul style="list-style-type: none"> • 12 V DC, 1A (power adapter not included) • 802.3af PoE

The quantity may vary

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of quantity mentioned at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Special Note

2.2.1 Installation of Switch, and switch rack as per requirement and laying down of uplink cable from the respective edge switch along with required passive items (if required). In this work configuring of switch and VLANing is also required as per AIIA plan. The required power cabling for rack and switches is to be also done by supplier. Integration of switches in Network Management Systems of AIIA.

2.2.2 If required the supplier has to supply the compatible **manageable** switches to maintain the uniformity of the AIIA network.

2.2.3 All the other related work (ex- electrical wiring for RACK and switch, LAN points required etc.) required for completion/execution of work from to be done and executed by the bidder. Only technical design and required information will be provide by AIIA team.

2.2.4 User License should be complete in all sense i.e. only Full Usage User License has to be quoted. All licenses shall be of Perpetual Nature only. No time restriction licenses shall be entertained

2.3 Uptime:

The Bidder will ensure an uptime of 99% for the items deployed by them.

2.4 Reliability:

The equipment offered should be robust and reliable.

2.5 IT support for operations and maintenance

The supplier has to provide IT support for operations and maintenance of the complete work done for warranty period . The bidder shall have to provide the annual maintenance of the entire site w.e.f. the date of completion of works and handover of the site for a period of five years. The rate for annual maintenance must be quoted separately in price bid.

Chapter-V

Pre-Qualification Criteria for Bidders

1. The Bidder should be a Central Government PSU (Public Sector Unit) rendering e-Governance and IT services for a Large integrated Institution. The PSUs only which have the mandate to execute IT infrastructure related works. The works must be done by the PSUs itself.
2. The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March of the previous financial year 2022-23 should be Rs 1.00 crore(Rupees one crore) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
3. The Bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31st March of the previous financial year 2022-23. A certificate from the CA must be attached.
4. The Bidder should be one stop solution to "Design, Develop, Customize, Supply of Hardware and ICT Infrastructure. The Bidder must have completed one similar nature of ICT Infra work in last three years, completion of which should be before closing of the bid.
5. The Bidder is required to submit certificate of completion of assignment from the respective institute as a proof of meeting the above qualifying criteria and submit copies of the completion certificate.
6. The Bidder should not be blacklisted in any of the Ministry/ Department / PSU / Autonomous Body of Government Government/ State Government.
7. The bidders should have ISO 9001-2000 / ISO:27000 and other related.
8. The bidding entity must have authorization certificate from the OEM of the major equipment/Devices which are being offered by the bidder.
9. Signed copy of GST Registration and proof of latest quarter GST returns filed by the participating Bidder Company.
10. Signed copy of PAN Card in the name of bidding entity.
11. The bidders should not be bankrupt/under liquidation or blacklisted by any Government(Central or State)/PSU/Autonomous Bodies/or any other organization. A declaration to this effect must be submitted.

12.Experience and Past Performance:

- (a) The bidder should have completed "Supply, Installation, Commissioning, Cabling and Integration with exiting IT Infrastructure" with the same or higher specifications as per scope of work mentioned in the bid document during last three years, ending 31st March of 2023 as under:-
 - (i) One similar works of the value equal to 80% of estimated bid value
or
 - (ii) Two similar works of the value equal to 50% of estimated bid value
or
 - (iii) Three similar works of the value equal to 40% of estimated bid value
- (b) The bidder must have completed at least one works of above mentioned value within the one year from the closing date of the tender. Completion certificate from the other origination must be attached in support of claim.
- (c) The bidder must have a team of Engineers, Technicians and experts having sufficient

expertise, experience and knowledge of the works under question and details of such team must be attached along with bid document in support of claim.

2- Submission of Technical Bid

- A. EOI in the form of hard copies duly signed, stamped and page numbering on each page will be considered.
- B. All the annexure/declaration and tender documents should be signed by authorized official of appropriate level only. Tender submitted in loose sheet/unsigned shall not be considered.
- C. The pages of tender document to be submitted by bidder should be properly number and an index page with proper page number should be attached with the tender document
- D. The bid both Technical and Financial duly filled in the prescribed proforma as mentioned in check list & Annexure-V be placed in sealed separate envelopes with a name of work written on the envelope and addressed to "The Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi -110076
- E. The 1st envelope(Technical Bid) shall contain the documents as mentioned in the terms and conditions(Mentioned in check list).
- F. The 2nd envelope(Financial Bid) shall contain priced schedule of Quotation, duly signed, Stamped and page numbering by the authorized signatory of the bidder.(Annexure-V).
- G. The Technical bids shall be opened on the closing date of bid in Committee Room, All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi 110076 in the presence of such bidders or their authorized representatives, who may wish to be present.
- H. The bidders, whose Technical bids are accepted, will be informed about the date of the opening of financial bids.
- I. The Financial Bid of the Technically Qualified Bidder will ONLY be opened.
- L. The price schedule of quotation as per format enclosed, duly signed, stamped and page numbering by the authorized signatory of the bidder is to be submitted. The unit rate and prices shall be quoted by the bidder entirely in Indian Rupee to be entered in words also.
- M. The breakup of Basic Price, GST, other taxes/charges, if any to be clearly mentioned in Indian rupee only.
- N. Financial Bid in any other form except in the specified format given, will not be accepted and shall be SUMMARILY REJECTED.
- O. Both the above envelopes should clearly be marked on top of envelope about type of envelope i.e., Name of EOI and details of contents in envelope (Technical Bid/Commercial Bid as the case may be), name of agency submitting the bid and addressed to "The Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi -110076"
- P. The main envelope containing the Technical Bids, Financial Bids and Earnest Money Deposit must be superscripted 'EOI for Supply, installation, commissioning and integration of various IT infrastructure items with exiting IT infrastructure at All India Institute of Ayurveda'.
- Q. Please note that the envelope containing Technical and Financial Bids are sealed properly, i.e. either wax or with adhesive cello tape on both ends. Rates quoted should be neat and clean without cutting/overwriting.

Applicability of Special Clause

- a) Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures **cannot** be clubbed for the purpose of compliance of PQC.
- b) **Supporting documents submitted by the bidder must be certified as follows:**
 - (i) All copy of supply/work order; respective completion certificate and contact details of clients;

documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

- (ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number. Singed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which has been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2017-2018 to FY-2019-2020 for pre-qualification bid evaluation purpose.
- 3. Signed copy of duly filled-in PFMS Form of AIIA, DELHI in the format given at **Annexure-IX**
- 4. **A checklist of documents submitted must be attached as per Annexure-X. In absence of that, offer will be rejected outrightly.**

Chapter-VI

TIME SCHEDULE FOR COMPLITION OF THE WORKS:

(i)	Preliminary Estimate	One Week after the LoI is placed on the selected bidder
	Submission of Performance security	Within One week after LOI
(ii)	Commencement and mobilization activities	One Week after
(iii)	Completion of work, Testing, Training, hand- holding and handover	Work Duration 90 Days from the commencement of the mobilization activities.

PENALTY

If the agency/organization/institution is not able to complete the work in time the agency would be liable to be penalized as follows:

- For delay: .5% of the awarded value of works (excluding taxes) per week or part of it subject to maximum of 10%.

SAVING CLAUSE

The Director, AIIA has the right to terminate the contract at any time if it comes to know that the contract has been procured fraudulently or misrepresented and corrupt practices and forfeit the security / bank guarantee etc.

Court Jurisdiction

In case of any dispute, this shall be subject to the exclusive jurisdiction of Court at Delhi/New Delhi.

Approved Make

The bidder have to quote rate from best compatible OEM makes for Active components ie.(Switches/Wi-fi controller/ Wi-fi access Points) in this request for Proposal.

Declaration for non-association with other bidders

I, We, M/S.....hereby undertake and accept that if I/We are Not **Associated with other bidders**.

I/We.....shall have no objections if I/We am/are suspended for the two years from being eligible to submit bids for contracts with ALL India Institute of Ayurveda New Delhi if any association is found with other bidders.

Seal,

Name :

Address of the bidder/Authorized person

Email Id:

Telephone No:

Date:

Bid Security Declaration by the Bidder

I/we, M/s_____ hereby undertake and accept that if I/We withdraw or modify my/our Bids during the period of validity, or if I/We am/are awarded the contract and I/We failed to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We _____ shall have no objection if I/We am/are suspended for the two years from being eligible to submit Bids for contracts with All India Institute of Ayurveda, New Delhi.

Seal, Name & Address of the Bidder/Authorized

person Telephone No. & Email ID

MANUFACTURER AUTHORIZATION FORM
(on the letterhead of the Manufacturer)

To,
 The Director
 All India Institute of Ayurveda,
 Gautampuri Sarita Vihar,
 New Delhi - 110076

Madam,

Ref. Your Tender Document No. _____ dated _____

We, _____ who are proven and reputable manufacturers

Ofhaving factories at _____ hereby authorize M/s (*name and address of the bidder*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender which are manufactured by us.

- 2) We further confirm that no supplier or firm or individual other than Messrs. (*name and address of the above agent*) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Enquiry documents for the above Equipment / Stores manufactured by us.
- 3) We also hereby confirm that we would be responsible for supply, installation and execution of warranty of the goods under question and will provide spares parts for the period of at least 5 years for supplied item to AIIA DELHI after expiry of warranty.
- 4) We also undertake to execute warranty/guarantee during its period along with spare parts.

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name & address of the manufacturers]

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a competent person and having the power of attorney to legally bind the manufacturer.
2. Original letter's scanned copy may be uploaded and handed over as and when directed.

Rates for Spares / Consumables / Optional Accessories (If Any)

S. No.	Name of the Consumable/ Spare/ Optional Accessories	Life Cycle	Per Unit Price (In ₹) including all taxes

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm.....

Date.....

Place.....

FINANCIAL BID

A. Price Schedule for As per EOI Major Item(All prices to be cover under these heading only) category Wise

No.	Name of the item (as per Schedule of Requirement)	Make & Model	HSN Code	Quantity	Unit Name	Basic Price per unit (in ₹)	% of GST (Amount in figures on Column (7))	Other Expenditure (if any) on Column (7) (in ₹)	Per Unit Total Price inclusive of all on F.O.R. destination basis (in ₹)	Total Cost (Column 5x Column 10)
1	2	3	4	5	6	7	8	9	10	11
1	L3 Server Room Switch, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI			2						
2	L2 Edge Switch, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI			3						
3	L2 Access Switch, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support			19						

	as mentioned in EOI									
4	Switch Rack 9U, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI			20						
5	LAN point cabling, installation, configuration, commissioning and integration with exiting LAN network including 1 year warranty and onsite support as mentioned in EOI			331						
6	Uplink cable detailing, installation, configuration, commissioning and integration with exiting LAN network system including 1 year warranty and onsite support as mentioned in EOI			22						
7	Wireless Access Point, cabling, installation, configuration, commissioning and integration including 1 year warranty and onsite support as mentioned in EOI			70						
8	Wireless Controller, cabling, installation, configuration, commissioning and integration including 1 year			1						

	warranty and onsite support as mentioned in EOI									
	Total									

B. Cost of Buyback items

Item	Quantity	Model	Buyback value
Wireless Access Point Model DAP 2230 Make D-Link	70	DAP 2230 Make Installed in 2018	

3- Total Cost in (Grand Total A- Grand Total B) = Rs

Name(s) & Signature of Authorized person with seal of the Bidder

Date.....

Place.....

**PERFORMANCEBANK GUARANTEE (PBG)
FORMAT**

To, *(on the letterhead of the Issuing Bank)*

The Director
All India Institute of Ayurveda,
Gautampuri, Sarita Vihar,
New Delhi – 110076

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no.

_____ dated _____ to supply
(Equipment/Stores and services) (hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from nationalized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to being default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid up to **14(fourteen) months** from the date of satisfactory installation of the Equipment/Stores in the User Department at AIIA, DELHI i.e. upto(indicate date).

(Signature with date of the authorized officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the issuing Branch, including Telephone No. & Email ID

TECHNICAL BID*(signed technical bid documents)*

Sl. No.	Name of the item	Make & Model	Indian/Imported /Country of Origin	Meeting technical specification (Yes/No)	Deviation to specification, if any With reason

Note: *Mention detailed specifications (point wise) of quoted item as per schedule of requirement and mention deviation in the specification if any.*

Signature, Name of Authorized Person of the Bidder with seal.

Date:

Place:

Contact No.:

Email ID:

UNDERTAKING

(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)

For Compliance of all Terms & Conditions mentioned in this Tender Document

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/user valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ ourselves to ALL INDIA INSTITUTE OF AYURVEDA DELHI, GAUTAMPURI SARITA VIHAR, DELHI-110076 to complete the assigned work on approved prices to AIIA DELHI, during the specified period under this contract.**
3. The articles/devices used shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIA DELHI, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. **Performance security 8%** of the cost of the supply value shall be deposited by me in the form of FDR/ Bank Guarantee in the name of The Director, All India Institute of Ayurveda, DELHI in the format at **Annexure-VI** attached herewith on award of the contract and shall remain in the custody of the Director till the validity of the Tender Contract plus two months **(i.e. for 14 months)**.
5. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent in convenience.
6. If I/We fail to complete the works in stipulated period the AIIA has full power to compound or forfeit the Bid Security/security deposit.
7. I/We declare that no legal/ financial irregularities are pending against us.
8. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIA DELHI will be valid for one year from the date of approval of the rate contract in the format given in **Annexure-V** or till extended as mutually agreed upon. I/we undertake to supply the equipment/stores will be **as per the**

Terms & Conditions in tender document. I/we undertake to supply the order within stipulated period and if fail to supply order during the stipulated period then necessary action can be taken by the Director, AIIA, DELHI.

9. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
10. **Affidavit regarding No CBI Inquiry/ FEMA/ Criminal proceeding/ Black listing is pending or going on against the manufacturer/ bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.**
11. I/We undertake to supply the all Literature (Log Book/Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer in Original to AIIA, DELHI.
12. I/we do hereby confirm that the prices/ rates quoted are fixed and are at par with the prices quoted by me /us to any other Govt. of India/ Govt. Hospitals/ Medical Institutions/PSUs. I/we also offer to supply the Equipment/ stores at the prices and rates not exceeding those mentioned in the Financial Bid.
13. I/we do accept/ agree for the all clauses including the 1 years onsite Warranty inclusive of all spares and labour etc.
14. I/we have necessary infrastructure for the maintenance of the site.
15. I/we undertake that complaints will be resolved within 24 hours of the receiving from the Hospital failing which penalty may be recovered from pending bill/Bank Guarantee before releasing the same to us after 14 months as per penalty clause of EOI Document..
16. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIA DELHI from our Agency.
17. I/We do hereby confirm that I/we aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of AIIA DELHI in respect of this Tender Enquiry.
18. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of India and will have mandatory to pass on the benefit due to reduction in rate of tax to the AIIA, DELHI by way of commensurate reduction in our prices. And if I/we will be found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIA, DELHI), the AIIA, DELHI

have the right to initiate necessary action deemed fit as per GST Act, 2017 against our firm.

19. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIA DELHI from our Agency.
20. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIA, DELHI.
21. I/We do solemnly pledge and affirm that I/We have not been declared defaulter by any Govt. agency and that no case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST/ Blacklisting is pending against my/our firm.
22. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I/We further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Ayurveda, DELHI (India) will have full authority to take appropriate action as he/she may deem fit.
23. We are also undertaking that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of AIIA DELHI Authorities during execution of Supplies against this Tender Enquiry, AIIA DELHI have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature, Name of Authorized Person of the
Bidder with seal.

Date:.....

Place:.....

Annexure-IX

PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS) REGISTRATION FORM		
PFMS UNIQUE CODE:		
VENDOR REGISTRATION FORM		
Sl. No.	Head Name	Details
1.	Vendor Name	
2.	Father/Husband/Partner/Director/Owner Name/	
3.	Date of Incorporation/Estb	
4.	PAN Number	
5.	GSTIN	
6.	TAN	
7.	Aadhar Number	
8.	Address1	
9.	Address2	
10.	Address3	
11.	City	
12.	Country	
13.	State	
14.	District	
15.	Pin Code	
16.	Mobile No.	
17.	Phone No.	
18.	Email ID	
19.	Bank Name	
20.	IFSC Code	
21.	Account Number	
DATE:		
PLACE:		VENDOR SIGNATURE WITH SEAL
Note:	<i>All related self-attested documents also enclosed with this form</i>	

Annexure-X

CHECKLIST FOR TENDER

Index page For technical bid evolution (Must be filed properly and to be first page of Technical bid)

(Check list should be placed at the beginning of the bid document)

S. N	Name of documents	Page Number in submitted bid
1.	The average annual financial turnover for the last three years, ending on 31st March 2023, as per the annual report (audited balance sheet and profit & loss account)	
2.	Bidder should not have suffered any financial loss for more than one year during the last three years, ending on 31 st March of the previous financial year 2022-23. A certificate from the CA must be attached	
3.	The Bidder should be one stop solution to "Design, Develop, Customize, Supply of Hardware and ICT Infrastructure. The Bidder must have completed one similar nature of ICT works before closing date of bid.	
4.	The Bidder should not be blacklisted in any of the Indian Government Department.	
5.	The bidders should have ISO 9001-2000 / ISO:27000 and other related.	
6.	Original Equipment Manufacturer authorization	
7.	Experience and Past Performance: (a) The bidder should have manufactured and/or supplied/completed "Supply, Installation, Commissioning, Cabling and Integration with exiting IT Infrastructure" with the same or higher specifications as mentioned at Annexure-I during last three years, ending 31st March of the previous financial year 2022-23 as under (i) One similar works of the value equal to 80% of bid value Or	

	(ii) Two similar works of the value equal to 50% of bid value or (iii) Three similar works of the value equal to 40% of bid value	
8.		
9.	GSTN	
10.	PAN	
11.	Dedicated/Toll free No.	
12.	Escalation Matrix	
13.	Non-blacklisting/financial standing Declaration	
14.	Bid Signatory authorization, if required	
15.	Signed EOI document Sign must be on each page	
16.	Experience with documents (Works detail and year in which completed and Value in INR)	
17.	Annexure-I	
18.	Annexure-II (Bid Security Declaration)	
19.	Annexure-III	
20.	Annexure-IV	
21.	Annexure-V	
22.	Annexure-VI	
23.	Annexure-VII	
24.	Annexure-VIII	
25.	Annexure-IX	
26.	Annexure-X	

Date

Signature of the Authorized person

Seal