



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)
1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,
Opp. Shoppers Stop, BEGUMPET,
HYDERABAD- 500 016, Telangana

TENDER DOCUMENT

Limited Tender No: RCIL/ETender/24-25/SR/SC/Mrktg/SLT/9 dated 25-06-2024

Scope of the Work

**Supply of Microsoft SQL Server
And
Microsoft Server Licenses**

INDEX SHEET

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CHAPTER-I

RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016, Telangana

TENDER NOTICE**Limited Tender No: RCIL/ETender/24-25/SR/SC/Mrktg/SLT/9 dated 25-06-2024**

RailTel Corporation of India Ltd., Secunderabad invites tenders on RailTel ENIVIDA portal for "Supply of Microsoft SQL and Microsoft Server Licenses." as per schedule of requirement (SOR) and specification enclosed to the tender document.

SI No	Description of work	Earnest Money (EMD) in Rs.
1	Supply of Microsoft SQL and Microsoft Server Licenses.	9,97,500/-

a)	Start Date for downloading the Tenders निविदाओं को डाउनलोड करने की प्रारंभ दिनांक	25-06-2024
b)	Closing date for Submission of E-Bids ई-निविदाएं जमा करने की अंतिम तिथि	01-07-2024 at 15.00 hrs.
c)	Date of opening of E-Bids ई-बोलियां खुलने की तिथि	01-07-2024 at 15.30 hrs.
d)	Estimated Cost of the Work कार्य की अनुमानित लागत	Rs 4,98,70,576/-
e)	Validity of offer ऑफर की वैधता	60 days from the date of opening of tender.
f)	Delivery Period डिलीवरी की अवधि	As per Chapter-II, Section-II, Point 1 (2).
g)	Web address for availability of Tender document निविदा दस् तावेज की उपलब्धता के लिए वेब पता	Detailed tender notice and tender document are available at website https://railtel.enivida.com .

Note:

This is the Special Limited Tender being called from selected LSP partners of Microsoft. Only selected LSP partners of Microsoft are eligible to participate in tender. No other offers will be considered.

Eligible MSEs are exempted from EMD only. No other exemption will be given.
पात्र एमएसई को केवल ईएमडी से छूट दी गई है। इसके अलावा कोई और छूट नहीं दी जाएगी।

Signature of Tenderer with seal

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

निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें www.railtelindia.com या ई-निविदा पोर्टल से डाउनलोड किया जा सकता है <https://railtel.eNivida.com>। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://railtel.eNivida.com> से निविदा दस्तावेज की एक आधिकारिक ऑनलाइन प्रति आवश्यक रूप से डाउनलोड करनी होगी। इस

निविदा के लिए भविष्य की सभी सूचनाएं अर्थात् शुद्धिपत्र/परिशिष्ट/संशोधन इत्यादि केवल ई-निविदा पोर्टल पर पोस्ट की जाएंगी। निविदा दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी।

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

बोलीदाता बोली तैयार करने, प्रस्तुत करने/बोली में भागीदारी से जुड़ी सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा

Sd/-
(Shri P.Vikrant Kumar)
Jt.GM/Marketing
for RailTel Corporation of India Limited

Signature of Tenderer with seal

Chapter-I
Section Online

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter-2, Section-II of the Tender Document.

E - Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com>. The link of e-procurement portal is also given on our official RailTel portal i.e., www.railtelindia.com under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment". The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid. More information useful for submitting online bids on the enivida Portal may be obtained at: <https://railtel.enivida.com>.

GUIDELINES FOR REGISTRATION

Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.com/bidderRegistration/newRegistration>) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.

Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.

After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.

Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

Signature of Tenderer with seal

PREPARATION OF BIDS

Bidder should consider any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.

Bidder must select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bid click "Complete" (i.e., after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

Signature of Tenderer with seal

The tender summary must be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

All document needs to be submitted online only. There is no need of submission of offline document. Original copy of following document is needed to be submitted by the successful bidder before issuance of LOA.

1. Offer letter complete
2. Schedule of Requirements shall contain the price of each item quoted exactly according to the proforma of schedule of requirements and price breakup.
3. Duly stamped and signed/ digitally signed copy of Tender Documents/ Addenda/ Corrigenda
4. Earnest Money Deposit (EMD).
5. Constitution of Firm and Power of Attorney
6. Manufacturer Authorization Form (MAF).
7. Any other document asked in the tender but not listed above.
8. Any Other information desired to be submitted by the tenderer.

For any clarification in using ENIVIDA Portal:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact enivida Helpdesk (as given below) for any query relate to e-tendering.

Phone No.: - 011-49606060

Mail id: - enividahelpdesk@gmail.com

RailTel Contact:

RailTel Contact-I (for general Information)

Shri Nirav Shashikant Vaghela : SrDGM/Mktg/SR

Telephone 9701611844,

E-mail ID: niravvaghela@railtelindia.com

RailTel Contact-II (for general Information)

Shri P.Vikrant, Jt.GM/Marketing

Telephone: 9003144205

E-mail ID: vikrantk@railtelindia.com

Signature of Tenderer with seal

TENDERER DATA SHEET**For**Supply of Microsoft SQL and Microsoft Server Licenses. (Tender No: **RCIL/ETender/24-25/SR/SC/Mrktg/SLT/9** DATED 25-06-2024)

S No	clause reference	Description	Remarks (Yes/No)
1	EMD as per NIT/ Exemption certificate as per Cl. No 2.0	Whether EMD/ Exemption certificate submitted online in ENIVIDA portal?	
2	Offer letter as per Form-1	Offer letter uploaded?	
3	Tender Document	Tender document digitally signed along with Addenda/corrigenda if any uploaded?	
4	cl.no.6.12 instructions to tenderers section II chapter II	Whether Power of attorney in non-judicial stamp paper worth of Rs.100/- enclosed with the Tender is in proper format and notarized ?	
5		Whether Power of attorney is mentioning " the position of person giving power of attorney and the position of person in the company in favor of whom the Power of Attorney is being given? "	
6		Whether Partnership deed, Memorandum of Joint Venture as the case may be if applicable is enclosed for partnership firm? If not applicable, then it should be mentioned as " NOT APPLICABLE " under remarks column.	
7		In case, clause no 6.12 regarding partnership firm, is not applicable, whether relevant document regarding Proprietary firm is enclosed?	
		Whether Constitution of Firm and article of association document enclosed with Offer?	
8	Eligibility	Required Documents as per 3.0 and 3.1 (Tech Eligibility & Financial Eligibility)	
9	Nil Deviation statement	Whether statement of s Form- No. 2 uploaded?	
10	Manufacture Authorization Form	Whether Manufacture Authorization Form uploaded?	

Note:

All scan copies of documents listed above shall be submitted online. As per requirement of RailTel the bidder shall produce the Original Copies.

Signature of Tenderer with seal

Chapter-II**Section I****SCHEDULE OF REQUIREMENT (SOR)**

Name of the Work/Stores: Supply of Microsoft SQL and Microsoft Server Licenses.

Tender No: RCIL/ETender/24-25/SR/SC/Mrktg/SLT/9 dated 25-06-2024

S N	Description of Work / Item(s)	Qty	Units	Rate (All Inclusive)	Amount (All Inclusive)
1	Win Server Standard Core 2022 SLng 16L			To Be filled in E-Nivida Portal	
1.1	Supply	6	Nos		
1.2	Installation	6	Nos		
2	SQL Server 2022 Enterprise Core - 2 License Pack				
2.1	Supply	40	Nos		
Total Amount Excl of GST					
GST					
Total Amount All Inclusive					

General Terms and Conditions:

1. Above licences will be required in the name of RailTel Corporation of India Ltd..
2. Completion period: As per Chapter-II, Section-II, Point 1 (2).
3. IT, GST as applicable to the works contracts will be deducted at source and hence the rates quoted for items shall have the provisions for the same.

Note:

- (i) If there is any discrepancy in the total amount and the Unit Rate, the value shown in the Unit Rate shall be considered final for the evaluation.
- (ii) The price Exclusive of all..
- (iii) Evaluation of tender is based on total offered value inclusive of all taxes and duties.
- (iv) The Tenderer should enclose, Tender Specific MAF (MAF- Manufacture Authorization Form) along with the bid. Bid submitted without MAF shall not be considered.
- (v) The detailed Bill of Material with rates to be enclosed. Tenderer to give the detailed break up of common units/parts/sub-modules etc. for building up the SOR items.
- (vi) Make/Model and Data sheet of the offered product to be uploaded.

Signature of Tenderer with seal

Section-II**Instructions to Tenderers & Conditions of Tendering**

Information and Additional Terms & Conditions to Bidder for the “Supply of Microsoft SQL and Microsoft Server Licenses.”

Section A: General requirement of Work

RailTel needs following Microsoft Licenses. for the work of “Supply of Microsoft SQL and Microsoft Server Licenses.” Licences will be in the name of RailTel Corporation of India Ltd.. The broad scope of work is given below:

S N	Description of Work / Item(s)	Qty	Units	Rate (All Inclusive)	Amount (All Inclusive)
1	Win Server Standard Core 2022 SLng 16L			To Be filled in E-Nivida Portal	
1.1	Supply	6	Nos		
1.2	Installation	6	Nos		
2	SQL Server 2022 Enterprise Core - 2 License Pack				
2.1	Supply	40	Nos		
Total Amount Excl of GST					
GST					
Total Amount All Inclusive					

Part A: General requirement:**1. Terms & Condition:****1. Payment Terms:**

- 80% of the Supply value of (1.1 & 2.1) after supplying the materials to the site & acceptance and balance 20% after successful completion of work.
- 100% of (1.2) Installation value after the successful installation & acceptance.

- Work Completion duration:** Delivery Schedule within 7 days from the date of Purchase Order/LOA and installation should be done within 2 days after the delivery of licenses.

Signature of Tenderer with seal

Section-B**1.1 TENDERING INSTRUCTIONS:**

The tender document duly signed and stamped/ digitally signed, complete in all respects shall be uploaded on ENIVIDA Portal. The Tenderer shall also enclose an undertaking in his offer indicating that he will accept all Terms and conditions of the tender document and have not offered any counter clauses. The bidder shall also upload the offer letter as per form -1

- 1.2 Tender Offer should be uploaded on ENIVIDA Portal on or before **15:00 hrs. on 01-07-2024**. The Tender will be opened on the same day at **15:30 hrs**. If it is happening to be a holiday, tender will be opened on the next working day.

2.0 EARNEST MONEY:

The tenderer shall deposit earnest money along with the tender **online** in ENIVDA Portal:

SI No	Description of work	Earnest Money (EMD) in Rs.
1	Supply of Microsoft SQL and Microsoft Server Licenses.	9,97,500/-

No bank guarantee for EMD is accepted. Earnest Money of unsuccessful Tenderers shall be returned & that of successful tenderer after supply and acceptance of the material and upon submission of valid SD/PBG. **Tenders without earnest money will be rejected.** However, Firms registered with NSIC under single point registration scheme, or any other body recognized by MSME/UDYAM are exempted from submission of EMD provided they are valid and in current. Copy of certificate to be submitted along with tender bid.

No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

Forfeiture of Earnest Money:

When the tenderers withdrawn or revised his offer within the validity period, RailTel has the right to forfeit the Earnest Money Deposit.

Any tender not accompanied by Earnest Money in the approved forms as mentioned in above para will be **rejected***.

- 2.1 Note:** * Firms registered with NSIC, or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD. **These exemptions shall be applicable provided firms are registered with NSIC/MSME/UDYAM and registration is current and valid as per extant govt rules.**

3.0 Eligibility criteria for Past Performance and Experience/ Technical Eligibility Criteria

a. The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

1. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

2. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

3. One similar work each costing not less than the amount equal to 60% of advertised value of the tender. Meaning of Similar Work- Supply of Microsoft SQL and/or Supply of Microsoft Server Licenses

Signature of Tenderer with seal

3.1 Financial Eligibility Criteria

The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate

4.0 PERFORMANCE BANK GUARANTEE (PBG)

The tenderer is required to submit a Performance Bank Guarantee (PBG) within 30 days of the issue of LOA/Purchase order @ **3%** of the value of the LOA/PO for the satisfactory performance of materials covered in SOR valid for a period of **3 months** from the date of issue of LOA/ Purchase order. The Performa for PBG is given in Annexure-II. If the delivery period gets extended, the PBG should also be extended appropriately.

4.1 The value of PBG to be submitted by the Contractor will not change for variation up to 25% (either increase or decrease). In case during execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PBG amount in excess of required PBG for decreased contract value, available with RailTel, shall be returned to Contractor as per his request duly safeguarding the interest of railways.

4.2 The procedure for obtaining Performance Guarantee is outlined below: -

Extension of time for submission of PBG beyond 31 days and up to 60 days from the date of issue of LOA may be granted subject to the conditions that a penal interest of 15% per annum of the amount of BG shall be charged for the period of delay beyond 21 days i.e., 31st day after date of issue of LOA. In case the successful bidder is not able to submit PBG, the successful bidder will have options to submit this amount in the form of Demand Draft. In case the successful bidder fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly en-cashing PBG submitted for empanelment and other dues, if any payable against that contract and further action shall be taken as per conditions of empanelment with RailTel.

Whenever the contract is rescinded, the Performance Bank Guarantee shall be en-cashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.

Note: if BG submitted, a separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The bank details of RailTel, Secunderabad is enclosed at Chapter IV Forms.

The Performance Bank Guarantee will bear no interest.

Signature of Tenderer with seal

5.0 GENERAL

5.1 All corrections and over-writing must be attested.

5.2 The Tenderer should read the conditions carefully and see the schedule of requirement and technical specifications before submitting the offer.

No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation. In all matters of dispute, the decision of the Executive Director, Southern Region, Secunderabad shall be final and binding.

5.3 Tenderer while quoting may specifically note the following: -

- a) Price breakup has to be given as per SOR.
- b) During the course of Supply, any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer may submit the taxes / duties' structure considered by him while quoting the rates.

5.4 Firm representative may visit the site and may acquaint themselves with the site conditions before quoting.

5.5 Services like water and power supply, being required minimal, will be provided free of cost. You have to make your own arrangements, without claiming any extra cost to department, to draw the water and power supply from the scheduled available point near work site at RAILTEL CUSTOMER Hyderabad.

5.6 Pre-award discussions will be held with the lowest bidder for finalizing other terms and conditions of the contract.

5.7 The quoted value shall be inclusive of onsite warranty support, ESI, EPF, GST and any other mandatory duties and levies of the Government. Documentary evidence for this shall be provided along with the bills. No advance money will be given.

- a. Firm shall provide the compliance statement for each item specification indicating adherence to it. Firm shall indicate Make/Model offered and provide technical information and datasheet/brochure and/or any documentary proof for this.
- b. The firm shall also produce a letter from OEMs (Switching OEMs) on their letter head that they will be responsible for proper installation and satisfactory support during warranty period in case order is placed on the firm

5.8 **Safety Requirement of Contract:** Bidder shall agree to do works as per guidance of Safety Engineer Department of RAILTEL CUSTOMER. Tentative Guidelines are given below for reference.

- a. Submission of Lab Reports & Medical Fitness Certificate from at least MBBS Doctor for each Onsite Staff before providing access to premises.
- b. Submit all tools, ladders, and accessories for inspection by safety Engineer, RAILTEL CUSTOMER immediately after bringing at site.
- c. Safety compliance:
 - All contract workers should always wear PPE's suitable for the hazard.
 - Attend Safety Training Provided by RAILTEL CUSTOMER.
 - Should restrict themselves to concerned area only.
 - Follow work - specific do's and don'ts given by EIC.

5.9 Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel web site www.railtelindia.com and ENIVIDA Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

5.10 **Ambiguity:** If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing.

5.11 The contractor shall furnish Indemnity Bond for a sum equal to the cost of materials proposed to be taken by him. The quantity of materials that shall be given by the RailTel at any time shall not exceed the value of Indemnity Bond that is furnished by the Contractor.

Signature of Tenderer with seal

5.12 CONSTITUTION OF FIRM AND POWER OF ATTORNEY

Any individual(s) signing the tender or other documents connected there with should specify whether he is signing: -

1. As sole proprietor of the concern or as attorney of the sole proprietor;
2. As a partner or partners of the firm;
3. As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

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

Power of Attorney, Partnership Deed, Memorandum of Joint Venture as the case may be in original or duly signed.

6.0 Clause Wise Compliance:

Clause wise compliance statement of the technical specifications and commercial terms & conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses. The tender document issued by RailTel should be signed on each page along with stamp of the company/firm and should be submitted along with bid.

7.0 Delivery Period: As per Chapter-II, Section-II, Point 1 (2).

8.0 Provenness of the material / equipment supplied:

In order to enable the Purchase to assess the Provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

9.0 TERMS OF PAYMENT**1) Payment Terms:**

- iii. 80% of the Supply value of (1.1 & 2.1) after supplying the materials to the site & acceptance and balance 20% after successful completion of work.
- iv. 100% of (1.2) Installation value after the successful installation & acceptance.

Following documents to be submitted:

- a) Invoice in original
- b) License Key
- c) Consignee Inspection Certificate.
- d) Copy of PBG
- e) Proof of filing of GST return and remittance of tax.

10.0 Paying Authority: Bill Passing Officer is Sr.DGM/Marketing & paying officer are Sr.DGM/Fin/SR.

11.0 GST No: GST& Pan details to be mentioned on the bill for arranging payment.

Signature of Tenderer with seal

12.0 Taxes & Duties**13.0 Unit Rate, Taxes & Duties**

- i. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- ii. Bidder shall issue a valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- iii. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- iv. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- v. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- vi. Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST, CGST, IGST, UT GST along with respective HSN/SAC code under GST Law (including tax under reverse charges payable by the recipient)
- vii. Wherever the law makes it Statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- viii. In regard to works contract, the tenderer should have registration no for GST in respective State where work is to be executed and shall furnish GST registration certificate along with Tender.
- ix. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / Cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or Cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to State /

Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date of tender, bidder has to pass on the benefits to RailTel.
- x. In case of imported equipment: Anti-dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm if this duty amount is paid to Custom Authority by RailTel.
- xi. Evaluation Criteria: inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty GSST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.
On reverse charge by RailTel, wherever applicable.
- XII. However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes. Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to RailTel

Note: "In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority."

Signature of Tenderer with seal

14.0 Others: The details / proof of payment of GST on materials supplied to RailTel if paid shall be furnished along with the invoice. If not paid, a declaration may be furnished.

15.0 Transportation: The rates quoted should be F.O.R. destination.

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

17.0 Liquidated Damages

The timely delivery is the essence of this project. Liquidated damages will be applicable at the rate of (0.5%) half percent per week or part thereof for undelivered portion subject to a maximum of **10% of the cost of supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the LD. LD shall be imposed back-to-back as per with M/s RAILTEL CUSTOMER.

18.0 Purchaser's Right to Vary Quantities

The Purchaser reserves the right to increase or decrease by up to 25% (i.e., 75% to 125% quantity) of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions during currency of the contract. 12 / 18 The prices for variation quantity above 125% of the original quantity shall be as follows: Variation of quantity from 125% to 140% will be 2% rebate on unit price and above 140% to 150% shall be with 4% rebate on unit price.

19.0 Purchaser's Right to accept any Bid and to reject any or all Bids

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

20.0 Annulment of Award – Deleted

21.0 UNITPRICES: covered at para 15 above

22.0 Offer letter and Validity of Offer

The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity, and prices etc. For the items not manufactured by bidders, the authorization from original manufacturer should be enclosed.

The offer should remain valid for a period of 60 days from the date of opening.

23.0 Inspection:

Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's site by authorized representative of RailTel's/Inspecting Authority or as decided by RailTel executive. Travelling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities if but necessary facilities to carry out tests/ witness inspection shall be provided by the manufacturer's / supplier's, free of cost

Along with inspection call, the manufacturers / suppliers shall submit details of test procedures, test program, test parameters together with permitted values, etc., and their Quality Assurance plan.

In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer's / suppliers. In such case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account.

Signature of Tenderer with seal

RailTel may, if decided by competent authority, waive off the pre-dispatch inspection on submission of necessary QA documents.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of the test/inspection.

24.0 Consignee Details:

The Consignee Locations is at RailTel Data Center, RailTel Corporation of India Ltd, III Floor, B-Block, Rail Nilayam, Secunderabad - 500071.

25.0 FORCE MAJEURE CLAUSE:

If at any time during continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine, restrictions lockouts, any statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such, event is given by either party to the other within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may, at its option, terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may, at the time of such termination, take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

26.0 ARBITRATION: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996.

- a) The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.
- b) The Venue of the arbitration shall be Secunderabad (India). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.
- c) The Arbitrator shall give a reasoned award, which shall be binding on the parties.

27.0 TERMINATION OF CONTRACT:

RailTel reserves the right to interrupt and terminate the contract at any time, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non-procession of equipment and tools required for the work or defective and mal-functioning equipment, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit will be forfeited in such case of termination.

Signature of Tenderer with seal

28.0 GOVERNING LAWS:

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

29.0 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the order/contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

30.0 FALL BACK CLAUSE:

The order / contract, if and when placed, will be subject to following fallback clause:

- b. The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class, or description to any other purchaser.
- c. The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduced the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- d. If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of general conditions of tender shall, as far as possible, be applicable or recover the loss.
- e. The contractor shall furnish the following certificate to the concerned account officer along with each bill for payment of suppliers made against the order/contract.

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the order/contract at a price lower than the price charged to the RailTel, Southern Region, under the contract."

31.0 GST: covered in para 13 above.**32.0 Make in India clause:** Public Procurement (Preference to Make in India) is Applicable as per extant policy of Govt of India. The Bidder should attach relevant supporting document for seeking preference under MII Clause.

Signature of Tenderer with seal

Chapter-III**TECHNICAL SPECIFICATION****Scope of the Work:** Supply of Microsoft SQL Server and Microsoft Server Licenses

S.No	Microsoft Windows Server 2022 / Latest Operating System License Description	Compliance Yes / No
1	Type of license must be perpetual in nature.	
2	Offered product must be compatible to run on Virtual Servers hosted in RailTel Cloud.	
3	Option must be available for download and support of N-2 versions of offered product	
4	Both 32 & 64 Bits versions of the offered product must be available for download and install.	
5	Offered product should have support from OEM for unlimited update for versions, patches and bug fixes within the support period.	
6	Following Features of Operating System Software must be available in the offered product: Real-time Operating System, High availability extension, Resilient Storage, Support for Containerization, Support Native APIs, Inbuilt Antivirus, Capability to support Integrated Firewall, etc.	

S.No	Microsoft SQL Server 2022 / Latest Operating System License Description	Compliance Yes / No
1	Type of license must be perpetual in nature.	
2	Offered product must be compatible to run on Virtual Servers hosted in on-premises RailTel Cloud.	
3	Option must be available for download and support of N-2 versions of offered product	
4	Both 32 & 64 Bits versions of the offered product must be available for download and install.	
5	Offered product should have support from OEM for unlimited update for versions, patches and bug fixes within the support period.	
6	Following Features of Database Management System Software must be available in the offered product. 1.RDBMS General 2.RDBMS Security 3.RDBMS Replication 4.RDBMS Clustering 5.RDBMS Performance 6.RDBMS Spatial 7.RDBMS Management 8.RDBMS Integration 9.RDBMS Backup 10.RDBMS Analytics 11.RDBMS Transactional	

Signature of Tenderer with seal

Chapter-IV**Form-1****OFFER LETTER**

To,
 Executive Director,
 Railtel Corporation of India Ltd.,
 1-10-39 to 44, 6A, 6th Floor,
 Begumpet Airport Road, Opp. Shoppers Stop,
 BEGUMPET, HYDERABAD- 500 016, Telangana

Tender no: **RCIL/ETender/24-25/SR/SC/Mrktg/SLT/9** DATED 25-06-2024

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply of material and provide support as per Schedule of requirement given in the Tender Document in Chapter II at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the supply within **60 days** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

EMD for SOR (Supply and installation):

2. A sum of Rs. _____ as an Account Payee ENVIDA Ref No. _____ dt. _____ issued by _____ in favor of RailTel Corporation India Ltd. Secunderabad is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.

Signature of Tenderer with seal

PROFORMA FOR STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirements of the tender specification.

Clause	Deviation	Remarks
		(Including justification)

(2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks
		(Including justification)

Signature and seal of the
Manufacturer/Tenderer.

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Form-3**PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: **1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Begumpet, Hyderabad-500016 (Herein after called RailTel)**

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank **and our local branch at** (indicate detail address of local Branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, banks undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

We, We, (indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved

Signature of Tenderer with seal

from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at/..... (indicate detailed address of local with code no.). The branch at is being advised accordingly.

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

Dated the day of 2022 for
(Indicate the name of the Bank)

Witness

1. Signature
 Name
2. Signature
 Name

Signature of Tenderer with seal

To

Dated:

Executive Director,
Railtel Corporation of India Ltd.,
1-10-39 to 44, 6A, 6th Floor,
Begumpet Airport Road, Opp. Shoppers Stop,
BEGUMPET, HYDERABAD- 500 016, Telangana

Subject: Manufacturer Authorization form (MAF) to M/s for

Ref: Tender No.

Dear Sir,

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

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

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

Thanking you,
Best regards,

Authorized Signatory

Signature of Tenderer with seal