



रेलटेल कार्पोरेशन ऑफ इंडिया लिमिटेड (आर सी आई एल)
RailTel Corporation of India Limited (RCIL)

Expression of Interest for Selection of System Integrator

For

**“Supply, Installation, Configuration, Implementation and Maintenance
of 500 Nos. of Servers and Other IT Infra Components in Canara Bank”**

Electronic Eoi Document

Expression of Interest

Eoi No: - RailTel/SR/SC/Mktg/2024-25/EOI-Canara Bank, Dated 22.07.2024

EXPRESSION OF INTEREST NOTICE**e- Eol No: - RailTel/SR/SC/Mktg/2024-25/EOI-Canara Bank, Dated 22.07.2024**

RailTel Corporation of India Ltd. (RailTel) invites bids against e-Eol from RailTel's Empaneled Business Associates for Pre-Tender tie up with Two System Integrators (SI-1 and SI-2) for **“Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and Other IT Infra Components in Canara Bank”** as per Tender Ref No: **GEM/2024/B/4915191** dated **04/05/2024** and its corrigendum's.

The details are as under: -

a)	Closing date for Submission of e-Bids	Up to 16:00 hrs. of 25.07.2024 (Online)
b)	Date of opening of E-Bids	Up to 16:30 hrs. of 25.07.2024 (Online)
c)	Earnest Money Deposit (EMD)	<p>The EMD for selection of</p> <p>(i) SI-1 is Rs. 65,00,000/-</p> <p>(ii) SI-2 is Rs.35,00,000/-</p> <p>EMD should be in the form of Bank Guarantee / online payment as per format in Appendix-D of Chapter-6. Validity of the BG should be 180 days from the Last Date of submission of Canara Bank Tender. If the bidder is participating in any one SI (System Integration) part, then the EMD would be paid as per above mentioned amounts. (eNivida portal will show Rs.1Cr of EMD, which is to be paid when the bidder is participating both in SI-1 & SI-2)</p>
d)	Cost of Eol Document	Nil
e)	Bid validity Period	180days
f)	e-Eol portal for Submission of Bids	https://railtel.eNivida.com
g)	Place of Opening of Eol	The Office of 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

Note:

1. Firms registered with UDYAM under Ministry of MSME are exempted from submission of cost of tender (if applicable) & EMD and no other exemptions will be given & EMD / 1. एमएसएमई मंत्रालय के

तहत उद्गम के साथ पंजीकृत फर्मों को निविदा की लागत (यदि लागू हो) और ईएमडी जमा करने से छूट दी गई है और कोई अक्षर छूट नहीं दी जाएगा

2. Firms claiming for the above exemptions under UDYAM, have to submit supporting documents as per clause no 5.8 (Sec.II – Instructions to the contractor) without which their offers will be considered as invalid and liable for rejection / 2. उद्गम के तहत उपरोक्त छूट का दावा करनेवाली फर्मों को खंड संख्या 5.8 (अनुभाग II - ठेकेदार को निविदा) के अनुसार सहायक दस्तावेज जमा करने होंगे, जिसके बिना उनके पंजीकों को अमान्य माना जाएगा और अंजीकृत कीमत के लिए उद्देश्यहीन होगा।

3. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process / बोलीदाता को बोली तैयार करने, पेश करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करना होगा। बोली प्रक्रिया के आचरण या प्रणाली की परवाह किए बिना इन लागतों के लिए खरीदार किसी भी तरह से जिम्मेदार या उद्देश्यहीन नहीं होगा

Eol Notice and link for Eol Document are available on RailTel's website and e-Eol portal <https://rail-tel.eNivida.com> for download. For online bid submission the bidder will have to necessarily download an official online copy of the Eol documents from e-Nivida Portal. All future Information viz. corrigendum/addendum/ amendments etc. for this Eol shall be posted on the RailTel's website and e-Eol Portal only. Printed copy of Eol document will not be sold from RailTel office. Bid will be submitted online on e-Nivida Portal only.

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 of the bidding process.

Hereinafter the CANARA BANK Tender Ref. **GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's** and this EOI document will be referred as "EOI"

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CHAPTER-1: OFFER LETTER

To
The 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.

1. I/We _____ have read the various conditions detailed in Eol documents and CANARA BANK Tender Ref. GEM/2024/B/4915191 dated 04/05/2024 attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for face action. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject Eol within timelines as specified in CANARA BANK tender from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of Eol/Contract/ CANARA BANK tender and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTel.
2. I/We have submitted the EMD in the form of Bank Guarantee/ online payment on eNivida portal and accept the conditions of the EMD clause. Action will be taken,

I/We withdraw or modify the offer within validity period or do not deposit the PBG (Performance Bank Guarantee) as mentioned in Clause 4.A.8 after issue of LOA,

Or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by RailTel that such documents are ready,

or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

CHAPTER- 2A: SCHEDULE OF REQUIREMENT (SOR)

As per CANARA BANK Tender Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

Bidder as to bid for Systems Integrator-1 (SI-1) SoR or System Integrator-2 (SI-2) SoR. If the Bidder is bidding for both SI-1 SoR and SI-2 SOR, bidder should meet combine qualifying criteria for SI-1 and SI-2

SOR as per **Annexure-16**.

Chapter 2B: BoQ and Make and Model details

Bidder has to specify make and model against the each SOR item as per Annexure-9 of this EOI and CANARA BANK Tender Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

CHAPTER-3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

All the requirement of CANARA BANK tender document shall be applicable. Certain aspects are brought out, but they are not exhaustive.

3.A. Introduction

3.A.1 About RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999.

RailTel with strong nationwide presence is committed to bring cutting edge technology and offer innovative services to the Indian Telecom market. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts.

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT etc.

In line with its commitment to bring next generation telecommunication technologies and services to people across the length and breadth of the country, RailTel is already providing high speed Wi-Fi network at train stations across the country.

3.A.1.1 Scope of Work

As per the CANARA BANK tender document attached and mentioned below:

SI-1: System Integrator for Servers, associated items and software's

SI-2: System Integrator for Storage

RailTel at its sole discretion may not operate any line item of the SoR. Line items which are not operated in the SOR of the system Integrator, will be in the scope of the RailTel.

Table details with SI.No	Item Description (Bill of Material)	Reach
Table A (Sl. No. 1 to Sl. No. 10) & (Sl. No:14,18,19,20,21)	Supply of Servers and TOR Switches with 3 years warranty	SI-1
Table A (Sl. No. 11to Sl. No. 17)	SAN Switches, Storage and Tape Library	SI-2
Table B (Sl. No. 1 to Sl. No. 3)	Software/License Items (Perpetual)	SI-1
Table C (Sl. No. 1 to Sl. No. 6) & (Sl.No.10 to Sl.No.13)	RHEL 9 Virtual Datacentre Software/License Items (Subscription based Licenses) Apache Tomcat Enterprise Edition with support and Jboss Enterprise Application Platform (16 core Pack) with premium support	SI-1
Table C (Sl. No. 7 to Sl. No. 9)	Software/License Items (Subscription based Licenses)	SI-2
Table D (Sl. No. 1 to Sl. No. 4)	LTO-7 standard tapes with customized barcodes	SI-2
Table E (Sl. No. 1 to Sl. No. 10 and Sl.No.18 to Sl.No.21)	AMC /ATS Cost for Hardware/Software/Licenses for 2 Years on post warranty	SI-1
Table E (Sl. No. 11 to Sl. No. 17)	AMC /ATS Cost for Hardware/Software/Licenses for 2 Years on post warranty	SI-2
Table F (Sl. No. 1 &Sl.No.4 to Sl.No.9) and Sl.No.14	RHCOS Setup installation and configuration for three cluster and Installation of Jboss, Apache, PDU servers Servers	SI-1
Table F (Sl. No. 2 to Sl.No.3, Sl.No.10 to Sl.No.13 & Sl.No.15)	Implementation of backup, and Tape Library	SI-2
Table G (Optional) (Sl. No. 1 to Sl. No. 11) and (Sl.No.26 to Sl.No.42)	Optional Items for 5 Years	SI-1
Table G (Optional) (Sl. No. 11 to Sl. No. 25)	Optional Items for 5 Years	SI-2

3.A.1.2 Bidder's Responsibility

As per the CANARA BANK tender document attached.

3.A.1.3 Compliance to Technical Requirements

As per the CANARA BANK tender document attached.

In the offer, the bidder shall include deviation certificate (Annexure-12) statement for compliance of terms and conditions mentioned in the EOI document (which also includes CANARA BANK tender document).

In case of partially compliant or non-compliant bid, RailTel reserves the rights to **REJECT** the bid without assigning any reason.

3.B. INSPECTION AND SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING

3.B.1. Inspection

As per the CANARA BANK tender document attached.

3.B.2. Installation

As per the CANARA BANK tender document attached.

3.B.5 Final Acceptance

As per the CANARA BANK tender document attached.

3.C. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES

3.C.1 Training

As per the CANARA BANK tender document attached.

3.C.2 Vendor Data Requirement and Documentation

As per the CANARA BANK tender document attached.

CHAPTER- 4A: COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

As per the CANARA BANK tender document attached.

The bidder shall complete the offer letter (Chapter-1) and the Price Schedule (Chapter-2). The offer should remain valid from the date of opening of EoI including the date of opening for a minimum period of days as indicated in Bid Data Sheet (BDS) .

4.A.2 Warranty

As per the CANARA BANK tender document attached.

4.A.2.1 Warranty Support

As per the CANARA BANK tender document attached.

4.A.3 Long Term Maintenance Support

As per the CANARA BANK tender document attached.

4.A.4 Implementation timeline

As per the CANARA BANK tender document attached.

4.A.5 Project Deployment

The successful bidder shall submit a detailed implementation plan as per the project deliverables timelines before the commencement of the project.

The successful bidder shall conduct a detailed study of functional and technical requirements of the work to make the required system configuration and design modifications to its solution if required in order to achieve the desired functionality. However, the same must be accepted and approved by RailTel/Customer.

Submission of Design Document for proposed Solution indicating all the components of the infrastructure of system for RailTel/Customer approval.

Installation and commissioning of software, hardware and equipment as per terms and conditions of the EoI ,CANARA BANK tender and its corrigundems.

Carry out all the customization/configuration activities as identified during Design phase by RailTel/ Customer.

RailTel reserves the right to seek customization to meet its requirements.

4.A.6 Payment Terms

4.A.6.1 Payment Terms:

The payment terms will be as per. CANARA BANK tender document on a back-to-back basis on receipt of payment from CANARA BANK. All terms and conditions shall be as per CANARA BANK tender and its corrigendum's.

Accounting unit/bill passing unit for the supplies and services under SOR is Executive Director/SR. Bills to be submitted to the authorized representative of Executive Director/SR for certifying receipt of material & services, for passing for payment.

The breakup of taxes has to be furnished and same should be reflected in the bills, Invoice should be visible in GSTR 2B or in relevant Reports of GST Portal as per GST Act so that input GST credit can be availed by RailTel (RCIL).

All invoices will be raised by the contractor state-wise.

4.A.7. Security deposit (SD) and Performance Bank Guarantee (PBG)

4.A.7.1. Security Deposit (SD):

As per the CANARA BANK tender document attached.

The Buyer also reserves the right to forfeit the Security Deposit of the seller during the delivery phase in the event the seller is unable to meet contractual obligations.

4.A.7.2. Performance Bank Guarantee (PBG):

As per the CANARA BANK tender document attached and EOI Appendix-E

RailTel reserves the right to invoke the Performance Bank Guarantee submitted by bidder, in case of the following:

- a. The items supplied by bidder fail to achieve the performance as stipulated in this and CANARA BANK tender documents or
- b. The bidder fails to provide the warranty and other services including SLA in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

4.A.8 Verification of BG for SD/PBG –

A separate advice of the SD/PBG will invariably be sent by the SD/PBG issuing bank to the RailTel's Bank through SFMS and only after this the SD/PBG 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 SD/PBG issuing bank and request them to send advice of SD / PBG through SFMS to the RailTel's Bank.

The onus is on the successful bidder to ensure submission of SD/PBG for complete contractual period as mentioned above.

4.A.9. Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, CGST, SGST, IGST, UTGST etc. The Offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

Bidder 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).

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

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.

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.

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

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.

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

The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of EoI including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the

amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold 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 for receipt of Eol, bidder has to pass on the benefits to RailTel.

In case of imported equipment, Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Bidder as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the Bidder 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.

4.A.10. Service Level Agreement (SLA) and Penalties during warranty period

As per the CANARA BANK tender document attached.

4.A.11. Manpower Support

As per the CANARA BANK tender document attached.

4.A.12 Insurance

The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or around the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires, in his name.

The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of final acceptance by RailTel/ CANARA BANK Insurance policy has to be kept valid by the contractor till issue of final acceptance by RailTel (RCIL)/CANARA BANK.

The Contractor should also ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

4.A.13 Liquidated Damages

Liquidated damage shall be as per CANARA BANK tender condition and all the LD except those attributable purely to RailTel, imposed by CANARA BANK shall be recovered from the contractor.

4.A.14 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of CANARA BANK which shall be indicated by RailTel.

It shall be the responsibility of Bidder to transport the equipment to site for the Installation & Commissioning. Materials not installed / not to be installed at one location need to be shipped from that location to another location by the bidder as may be decided by Executive Director /SR RailTel. All transportation cost to be borne by the bidder.

4.A.19 Statutory Deductions

These will be made at source as per the rules prevalent in the CANARA BANK, tender.

4.A.20 Qualification Criteria

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

In case bidder has submitted the CA certificate or statutory auditor certificate against eligibility clause, contact details of CA or statutory auditor shall be mandatorily mentioned.

4.A.21 Eligibility Criteria Requirements for Bidders:

The bidders must comply with the following conditions for their eligibility in the participation for the EOI. Credentials of a consortium Work orders/ Purchase orders with Bidder as a consortium partner is eligible Submit necessary declarations/certifications as per Tender Terms and Conditions:

S No.	Parameter	Eligibility Criteria	Supporting Documents to be Submitted	Compliance (Y/N)
A	Empanelment	Bidder must be empaneled with Rail-Tel as business associate. OR Bidder must have applied for empanelment and issue of letter of empanelment is pending	i). Copy of Empanelment letter or application details for BA with RCIL ii). If bidder has applied for empanelment and issue of letter of empanelment is pending, then, bidder has to submit proof of, payment of empanelment fee/EMD or acknowledgement letter of submission of empanelment documents	
B	Financial Conditions			
1	General	The company must have: I. registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date. II. Been registered with GST. III. has paid ITR for last 3 financial year ending 31st March 2023.	I. Certificate of Incorporation II. Copy of PAN Card. III. Copy of GST registration certificate. IV. Copy of ITR filed.	
2	Turnover	SI-1 bidder should have yearly average turnover of 15Crores in India for the last three financial years 2021-2022, 2022-2023 and 2023-2024 from their Indian operation as per the audited/Provisional (2023-24) Financial Statements. This must be the individual company turnover and not of any group of companies. SI-2 bidder should have yearly average turnover of 5Crores in similar nature of works in India for the last three financial years 2021-2022, 2022-2023 and 2023-2024 from their Indian operation as per the audited/Provisional (2023-24) Financial Statements. This must be the individual company turnover and not of any group of companies	Turn over Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI and Audited Balance sheet with P&L statements	

3	Positive Net worth	The bidder should have positive Net Worth as on 31/03/2024	Positive Net Worth and Profitability Certificate is-sued by the CA. Certificate should contain UDIN no. issued by ICAI	
4	EMD	The EMD for selection of SI-1 is Rs. 65,00,000/- and SI-2 is Rs.35,00,000/- in the form of Bank Guarantee / online payment as per format in Appendix-D of Chapter-6. Validity of the BG should be 180 days from the Last Date of submission of Canara Bank Tender	Physical Copy of BG should be submitted before date as defined in BDS.	
C	Technical			
1	General	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.	
2	Experience	<p>SI-1: Bidder/OEM should have carried out server supplies of minimum 100 Nos for Railways/Metros/Scheduled Commercial Bank/NBFC/ Insurance Company/ PSU/Data Centre/ Central Government Organization in India in the last three years as on the date of submission of bid for this RFP and Bidder should have carried out ICT/IT/ Networking supplies of value 50 Crs in India in the last three years as on the date of submission of bid for this EOI.</p> <p>SI-2: Supply, Installation and commission of Data Storages of Rs.2.5Crs for Railways/Metros/Scheduled Commercial Bank/NBFC/ Insurance Company/ PSU/Data Centre/ Central Government Organization in India in the last three years as on the date of submission of bid for this EOI</p>	Copy of the purchase order/ Work order/ Satisfactory performance letter/ Certificate of completion of the work. The Bidder should also furnish letter from the institution quoting the period and nature of services provided	
3	MAF	The bidder needs to submit the documents required under MAF from the respective OEMs as part of the solution mentioning Back-to-Back arrangement, TAC support, End of Support.	MAF as per the CANARA BANK Tender Document as mentioned in the EOI Annexure- 15	

4	Integrity Pact	Signing of Pre-Contract Integrity pact	The bidder should submit signed Pre-Contract integrity pact on Non-Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act) as per Appendix-F	
5	Local Content	The bidder (including OEM and OSD/OSO, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.	Certificate of local content to be submitted as per Annexure-5 and Annexure-5A as applicable.	
6	Service Support Center.	The bidder should have support office and Service Center at Bangalore and Mumbai.	The Bidder should submit the details viz., address, phone no, email id and contact person Name & Mobile no. etc. as per Annexure-7	
7	Not be blacklisted	The bidder including Sub contractors should not have been black listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons.	Self-Declaration by the Bidder on Company's letter head	
8	Restrictions on procurement from a bidder of a country which shares a land border with India and compliance to GoI OM regarding Make in India	The declarations mentioned above are required to be submitted from both Bidder and OEMs.	The Bidder should submit the as per Annexure-19	
9	Affidavit	Affidavit	The Bidder should submit notarized affidavit the as per Annexure-18	

In addition to the above, the bidder may submit the following documents if CANARA BANK tenders compliance.

- a. Declaration as per Annexure-19 (restrictions on procurement from a bidder of a country which shares a land border with India and compliance to GoI OM regarding Make in

India). The declarations mentioned above are required to be submitted from both Bidder and OEMs.

- b. The bidder has to provide the un-priced BOM (Bill of Materials) for all quoted components.
- c. Bidder need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- d. OEM / Bidder shall declare that the quoted products are brand new and not re-furbished and repaired products. The products so provided should be the latest available.
- e. The bidder must agree to provide and execute the entire scope of work involved as per CANARA BANK tender document.

4.A.22 Eligibility Credentials and Verification

The bidder is required to submit purchase order and satisfactory working/implementation/Commissioning/Go-Live certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

The Bidders shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-18(Chapter-6). NON-SUBMISSION OF AN AFFIDAVIT BY THE BIDDER SHALL RESULT IN SUMMARY REJECTION OF HIS/THEIR BID.** And it shall be mandatorily incumbent upon the Bidder to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Eol Document. It will not be obligatory on the part of Eol Committee to scrutinize beyond the submitted document of Bidder as far as his qualification for the Eol is concerned.

RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his Eol offer, and the bidder shall, when so required by RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification

In case of any wrong information submitted by Bidder, the contract shall be terminated. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy.

4.A.23 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.
- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of Eols and reserves the right to **ACCEPT/REJECT** any or all Eols without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.25 Evaluation of Offer

The technical bids will be evaluated in two steps-

- i. The bids will be examined based on eligibility criteria stipulated above to determine the eligible bidders.
- ii. The technical bids of only the eligible bidders shall be further evaluated based on the technical specifications of the required items and the proposal submitted by the bidder.

During evaluation of offer, if required RailTel may ask clarification or documents from the bidder.

Additional features offered by the bidder, over and above the ones asked for in the Eol documents, shall not be considered for evaluation of bids.

The bidders should quote for all items & the offer will be evaluated in totality.

The bidder should support RailTel during Canara Bank RA.

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 Bidder, including GST payable, on reverse charge by RailTel.

4.A.31 Earnest Money Deposit (EMD)

All the bidders shall submit EMD in the form of Bank Guarantee (BG) as per Appendix-D, Chapter 6 from a Nationalized/Schedule bank, Scan copy of BG shall be submitted online

through E-Nivida Portal. Physical copy of the BG should reach the office of Executive Director/ Southern Region, Secunderabad on or before the Date specified in BDS.

Action will be taken if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.7.

Offers not accompanied with EMD in the form of Bank Guarantee shall be summarily **REJECTED**.

4.A.33 Offer/ Bid Prices

The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the EoI document as per schedule given in Chapter-2. The price shall be quoted in Indian Rupees only.

The break-up of price of each item of SOR in terms of basic Unit price shall be inclusive of Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder (with applicable taxes break-up viz. SGST/CGST/IGST/UTGST) shall be quoted in the SOR Chapter-2.

4.A.34 NIL Deviation

Bidder is required to submit the “**NIL Deviation compliance undertaking**” for all the terms and conditions of EoI including all corrigenda shall be enclosed with the offer as per proforma given in Annexure-12 (Chapter-6).

4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer and/or as per CANARA BANK tender conditions. Any additional Scope of the Inspection would be as per the requirement of the Customer.

Along with inspection call, the Bidder/manufacturer 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 fresh lot of material shall be offered without any extra cost, by the manufacturer/bidder. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ bidder's account.

4.A.36 Force Majeure

If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

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 thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.37 Settlement of Disputes/Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be

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

4.A.38 Governing Laws

The LOA 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.

4.A.39 Indemnity by Contractors

The Contract shall indemnify and save harmless RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.A.40 Termination for Default

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

- a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract; and
- c) If the bidder, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

4.A.41 Risk, Cost & Ownership

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the LOA/contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at risk and cost to contractor. The SD/ Performance Bank Guarantee shall also be en-cashed.

The Maximum Liability of bidder to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

All risks, responsibilities; liabilities pertaining to goods in transit and/or delivered at site shall remain with selected bidder till they are accepted by CANARA BANK. The successful bidder will make own arrangements to secure and safeguard the goods delivered at site, at their

own cost. CANARA BANK may coordinate with the client for getting help for these arrangements.

4.A.42. Termination for Insolvency

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

4.A.43 Rates During Negotiation

The Bidder should support RailTel during Canara Bank RA.

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

4.A.44 Submission of Offer (Online Eol)

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

In case the schedule of requirement quoted by Bidder is incomplete with reference to Eol document, the offer is liable to be **REJECTED**.

ATTESTATION OF ALTERATION: No scribbling is permissible in the Eol documents. Eol containing erasures and alterations in the Eol documents are liable to be **REJECTED**. Any correction made by the Bidder/ Bidders in his/their entries must be signed (not initialed) by him/them.

The Bidder shall submit his bid online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.A.45 Constitution of Firm and power of Attorney

Any individual(s) signing the Eol or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.
- (c) 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 Eol 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 bidder 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 Eol for the work.

Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.

4.A.46 Opening of Eol

Bidder's Bid will be opened on specified date & time as mentioned in BDS Chapter-5 of the Eol

4.A.47 Non-Transferability & Non-Refundability

The Eol documents are not transferable. The cost of Eol paper, if any, is not refundable.

4.A.48 Errors, Omissions & Discrepancies

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

4.A.49 Wrong Information by bidder

If the Bidder/s deliberately gives/give wrong information in his/their Eol which creates/create circumstances for the acceptance of his/their Eol RailTel (RCIL) reserves the right to **RE-JECT** such bidder at any stage.

4.A.50 Limitation of Liability:

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

1. The Supplier shall not be liable to the Purchaser, whether in contract in tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss

of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

2. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

4.A.51 Integrity Pact Program

"RailTel has adopted Integrity Pact Program and for implementation thereof all Eols relating to procurement of OFC, quad cable, prefab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

- a) Only those vendors who have purchased the Eol document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

Shri. Vinit Kumar Jayaswal
Add: E-34, Brahma Apartments, Plot-7,
Sector-7, Dwarka, New Delhi-110075.
E-Mail: gkvinit@gmail.com
M.No. +91-9871893484

Shri. Punati Sridhar
Add: 8C, Block 4, 14-C Cross, MCHS
Colony, HSR 6th Sector, Bangaluru560102.
E-Mail: poonatis@gmail.com
M.No. +91-9448105097

Name & contact details of Nodal Officer (IP) in RailTel:

Chief Vigilance Officer
RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold

value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. Eol received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be REJECTED. Proforma for signing the Integrity Pact is available in Chapter-6 of this Eol document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this Eol vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed."

4.A.52. Preference to Domestic Manufacturers

The provisions of the revised "Public Procurement (Preference to Make in India), Order 2017", dated 16.09.2020 (and subsequent amendments, if any, till opening of the Eol) by Department of Industrial Policy and Promotion, GoI shall apply to this Eol to the extent feasible. The criteria for Capability (verifiable evidence that they have manufacturing capability to manufacture the specified quantity and supply the same within stipulated time period), Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

Bidders seeking Purchase preference for this Eol shall submit the documents/ declarations etc. as per latest DIPP guidelines and the applicable/associated latest letters if any till date of opening of the bid.

The necessary documentation for the individual items being declared to be Local shall be as per the stipulated guidelines as laid down in above mentioned policy letters and to be signed by the OEM as well as the bidder

Class-I & Class-II Suppliers/Bidders shall furnish following undertaking on their letter head along **with their technical bid clearly mentioning % of local content as per Annexure-5 & 5A**. The undertaking shall become a part of the contract.

RailTel (RCIL) shall have the right to satisfy itself of the production capability and product quality of the manufacturer.

For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified in Para 2 of the policy document notified by DIPP vide letter No. P-45021/2/2017-B.E.-II dated 16.09.2020.

The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

4.A.53 Sanctions

RailTel shall impose sanction of bidder/successful bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and blacklisting.

If the bidder does not fulfill the obligation after the expiration of the period specified in such warning, RailTel shall initiate action for blacklisting such bidder/successful bidder.

4.A.54 Make in India

The bidder may set up his manufacturing unit in India to the extent possible through a subsidiary or under license or through transfer of technology to any local manufacturer permitted by the purchaser. The bidder may indicate such tie ups for manufacturing in India if an arrangement is already in place.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of EoI, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this EoI to the extent feasible. The eligibility criteria as mentioned in clause 4.A.21 shall be applicable to local manufacturers/OEMs also.

4.A.55 Contract Agreement

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the EoI. In such cases RailTel may determine that such Bidder has abandoned the contract and there upon his EoI and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to take action and to forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-EoI for that work.

The following documents would form part of the agreement between RailTel & the successful bidder: -

- i) This Eol document/Eol and all the issued addendum/ corrigendum.
- i) The bidder's proposal in response to this Eol/Eol and clarifications made in course of evaluation, including all Appendixes, and supporting documents.
- ii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iii) Copy of Signed LOA along with the copy of the PBG document.

4.A.56 Damage to CANARA BANK Property or Private Life and Property:

The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of RailTel/ customer or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by RailTel/CANARA BANK although all reasonable and proper precautions may have been taken by the Contractor.

In case RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which RailTel may incur in reference thereto, shall be charged to the Contractor. RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for e-Eol.

4.B.1 Order of Priority of Contract Documents:

The documents forming this Eol document are to be taken as mutually explanatory of each other. For purpose of interpretation, the precedence and priority of the documents shall be in the following sequence:

- 1) Agreement (applicable after signing)
- 2) Letter of Acceptance of Eol
- 3) Notice Inviting Eol
- 4) Bid Data Sheet
- 5) Schedule of Requirements
- 6) Instructions to the Bidders
- 7) Annexure/Appendix to Eol
- 8) Commercial Terms and Conditions of the Contract
- 9) Technical Specifications
- 10) Relevant Codes and Standards
- 11) Drawings

Note: If any ambiguity or discrepancies is found in the Eol document, RailTel reserves the right to issue any clarification or instructions necessary to correct such ambiguity or discrepancy and such clarification/instruction shall be final and binding on the bidder and RailTel.

4.B.2 Submission of Bids only through online process is mandatory for this Eol

E-Eol is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Eol mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic Eol, RailTel has decided to use the portal <https://railtel.eNivida.com>.

Bidders are advised to visit the E-Nivida Portal for details related to E-Eol i.e., Registration, FAQ, Helpdesk, Learning Center etc.

4.B.2.1. Eol Bidding Methodology:

Bidder has to submit single packet of the bid (

Helpdesk

Please visit Helpdesk section on RailTel E-Nivida Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5)

4.B.2.2. Bid related Information for this Eol

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

Broad outline of submissions are as follows:

1. Submission of Scan copy of Earnest Money Deposit (EMD) in the form of BG
2. Submission of digitally signed copy of Eol Documents/Addenda/Corrigenda
3. Bid
4. Online response to Terms & Conditions of Eol.

NOTE:

- I. Bidder must ensure that the bid must be successfully submitted online as per instructions of E-Nivida Portal.
- II. Bidder may submit their offer depending upon meeting of the qualification criteria and other terms & conditions of the Eol. However, Price bid of the bidder shall only be opened once the bidder offer is found meeting the qualification criteria and other terms & conditions of the Eol.

4.B.3. Online Submissions:

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

- a) Scan copy of EMD (in the form of BG) to be submitted online **through E-Nivida Portal**
- b) Integrity pact to be submitted as per Clause 4.A.51 (Appendix-F, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA(if applicable).
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.45. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) Affidavit (Annexure-18, Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.

- e) All Annexures and Appendix as applicable.
- g) Unpriced Commercial Bid with Make and Model(prices blocked)

Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on E-Nivida Portal (e-Procurement), if required.

4.B.4 Submission of Eligibility Criteria related documents

All Eligibility criteria related documents as applicable shall be scanned and submitted ONLINE.

NOTE: It is advised to all bidders to submit their offer online well before the closing time of Eol to avoid any last-minute issues in uploading. Its bidder's responsibility to proactively plan for the bid submission and in case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public Eol opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

4.B.5 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the Eol document before submitting their bids. Please go through the Eol advertisement and the Eol document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted.
- b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Eol document/schedule and generally, they can be in PDF/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.

4.B.6 Instructions for Eol Document to the Bidders

The NIT and link to Eol is published on www.railtelindia.com E-Nivida Portal and the Eol is published on E-Nivida, a online Portal <https://railtel.eNivida.com> . **Eol offers shall be submitted online at E-Nivida Portal <https://railtel.eNivida.com> only.**

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

4.B.7 Submission of Offers and Filling of Eol:

This e-Eol should be duly submitted online using the e-Procurement Portal <https://railtel.eNivida.com>. For detailed instructions please refer to E-Nivida Portal.

4.B.8 Attendance of Representatives for Eol Opening:

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

4.B.10 Addenda / Corrigenda:

Addenda / Corrigenda to the Eol documents may be issued by RailTel prior to the date of opening of the Eols, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on e-Nivida and RailTel website. ~~Bidders who are unable or unwilling to bring their Eols to conform to the requirements of RailTel are liable to be REJECTED.~~

4.B.11 Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the Eol clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing through emails to RailTel Contacts mentioned in BDS.

4.B.12 Compulsory Compliance Conformations by all Participating Bidders

The instructions given in the Eol document are binding on the bidder and submission of the Eol shall imply unconditional acceptance of all the Terms & conditions by the bidder.

Each and every page of submitted Eol document including documentation shall be serially numbered & indexed. Bidders shall enclose relevant documents in their bid document to support their claims of experience/ eligibility/compliance meeting criteria mentioned under different clauses of the Eol.

In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., then the bidder Eol shall be REJECTED and action will be taken as per 4.A.30

RailTel shall be sole judge in the matter of shortlisting bidders at all stages of the Eol and the decision of RailTel shall be final and binding on the bidders.

4.B.13 Undertakings to be submitted by OEM

The Bidder shall submit undertakings from OEMs of following items. The undertaking shall be as per Annexure-20.

CHAPTER- 5: BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the Eol document

Clause	Description
Clause 4.A.1, Chapter-4-A,	Validity of offer Validity: The offers submitted shall be valid for a period of 180 days -from the date of opening of Eol.
Clause 4.A.2, Chapter-4-A,	Warranty As per CANARA BANK tender document attached
Clause 4.A.5, Chapter-4-A,	Delivery/Implementation Timelines As per CANARA BANK tender document attached
Clause 4.A.5.7, Chapter-4-A,	Billing Address: The 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 Fax: +91-40-27820682, Tel: +91-40-27788000
Clause 4.A.21, Chapter-4-A,	Eligibility Criteria Requirements for Empaneled Business Associates Financial Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders Technical Eligibility As per the Clause mentioned in Eligibility Criteria Requirements for Bidders
Clause 4.A.28, Chapter-4-A,	Purchaser's Right to Vary Quantities (As per CANARA BANK tender document)
Clause 4. A.31	EMD The EMD for selection of SI-1 is Rs. 65,00,000/- and SI-2 is Rs.35,00,000/-in the form of Bank Guarantee / online payment as per format in Appendix-D of Chapter-6. Validity of the BG should be 180 days from the Last Date of submission of Canara Bank Tender to be submitted online through E-Nivida Portal.

Clause	Description
	Physical copy of EMD in the form of BG must be submitted within Five(5) days of Last Date of Submission of Bid.
Clause 4.A.44, Chapter-4-A,	Last Date of Submission of Offer (Online) Date: 25.07.2024 (Last Date of uploading of the EoI document on E-Nivida Portal) Time: 16:00 hours Date of Opening of EoI (Online) Date: 25.07.2024 (Date of bid opening on E-Nivida Portal) Time: 16:30 hours
Clause 4.B.2.1, Chapter-4-B,	RailTel Contact-I (for general Information) Sh. Shailendra Dusa, DGM/Tech & Mktg Tel: +91-40-27788000, Ext:532 Mobile : 9866327886 Email ID :sdusa@railtelindia.com RailTel Contact-II (for general Information) RailTel's Contact Officer Sh. Nitin Prakash GGM /Railway Business, Tel: +91-40-27788000, Mobile: 9281145270 Email ID: prakash.nitin@railtelindia.com
Chapter-1, Chapter-6, Regional Address,	The 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 E-mail ID: kmr@railtelindia.com

Note:

1. If the details given in BDS contradict with referred clause in the detailed Eol document, the details in BDS will have overriding priority (as per clause 4.B.1) over the referred clause in the Eol document.

CHAPTER- 6: Appendix/Annexures.**Appendix –A****Instructions to be noted while preparing/submitting Part A – Technical Proposal**

Sl. No	Description	Submitted /complied or Not
1	Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.	
2	Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.	
3	Bid Covering letter as per Annexure-1 .	
4	Bidder's Profile as per Annexure-3 .	
5	Bid Security Declaration as per Annexure-4 (if eligible).	
6	Make in India Certificate as per Annexure-5 and Annexure-5A	
7	List of major customers as per Annexure-6	
8	Office details as per Annexure-7 .	
9	Compliance to the Scope of Work as per Annexure-8 .	
10	Documents for Technical Evaluation Criteria as per Annexure-9 .	
11	Non-Disclosure Agreement as per Annexure-10 .	
12	Undertaking of Authenticity as per Annexure-11	
13	Compliance Statement as per Annexure-12	
14	Undertaking Letter as per Annexure-13	
15	Escalation Matrix as per Annexure-14	
16	Manufacturer Authorization Form as per Annexure-15	
17	Masked bill of Material as per Annexure-16	
18	Signed Pre-Contract Integrity Pact as per Appendix-F in non-judicial Stamp paper	

Appendix-B

Instructions to be noted while preparing/submitting Part B - Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1. Bill of Material as per Annexure-16.**

Appendix C
Authorization Letter Format

(Not applicable for this EOI)

Appendix- D – EMD

**Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).**

To,

RailTel Corporation of India Ltd.

1-10-39, 6A, 6th floor, Gumidelli Towers Begumpet Airport road,

Opp. Shoppers Stop, Begumpet – 500016

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause of conditions of Contract.

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

Notwithstanding anything contained herein

- (i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- (ii) This Bank Guarantee is valid up to _____ and

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 2024
(SIGNATURE & SEAL OF THE BANK)

IFSC CODE	UBIN0805050
ACCOUNT NO	327301010373008
IFSC TYPE	Branch
BANK NAME	Union Bank
BRANCH NAME	RP Road Branch, Secunderabad – 500003
CITY NAME	Hyderabad
ADDRESS	Bungalow no 109, New No 1-7-252 to 254 Oxford Street, SD Road, Near Parklane Center, Secunderabad – 500003
DISTRICT	Hyderabad
STATE	Telangana
BG ENABLED	YES

Appendix-E
Proforma of Bank Guarantee for Contract Performance

**(To be submitted on Non-Judicial stamp paper of appropriate value Purchased
in the name of the issuing Bank)**

To:

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

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as "the CONTRACTOR") has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to _____ (Description of RFP) as per their Contract..... dated ____ with you (hereinafter referred to as "the CONTRACT")

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favor, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE")

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE, WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. _____ (Rupees _____) an

amount equivalent to 10% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the

CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, or registered post to our local address as aforesaid or by email preferably to _____ (email ID of the BG issuing bank) or by SFMS preferably to _____ (IFSC of the BG issuing bank). If sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un- cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid up to _____ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2024.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

Appendix-F
Pre-Contract Integrity Pact
(This has to be submitted in the non-judicial Stamp Paper)

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

AND

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its re-lations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the Eol process and the execution of the contract for compliance with the prin-ci-ples mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, will in connection with the Eol for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally enti-tled to.
- b. The Principal will during the Eol process treat all Bidder(s) with equity and reason. The Prin-cipal will in particular, before and during the Eol process, provide to all Bidder(s) the same infor-mation and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a crim-inal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Eol process and during the contract execution.

a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the Eol process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during Eol process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from Eol process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the Eol process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the Eol process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Eol process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the Eol process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the Eol process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to pro-vide to Independent Directors on the RailTel Board.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Reg-istered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(Office Seal) (For & On behalf of Bid-der/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:

Appendix-G

DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR.....

THIS AGREEMENT (the Agreement) executed at Bengaluru on day of
202.....

BETWEEN

RailTel Corporation of India Limited (A Govt. of India Under- taking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

AND

M/s, a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr.....(Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the OTHER PART:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties"

WHEREAS the Purchaser invited Bids for Products/Services VIZ , (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for (Full description of product/service/solutions) for the sum of Rs... (Rupees only) exclusive of GST (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION:

- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.

- 1.1. Reference to a “Business day” shall be construed as reference to a day (other than a Sunday, second or fourth Saturday) on which banks in the State are generally open for business;
- 1.2. any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.3. In this Agreement, unless the context otherwise requires:
 - 1.3.1. words of any gender are deemed to include the other gender;
 - 1.3.2. words using the singular or plural number also include the plural or singular number, respectively;
 - 1.3.3. the terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
 - 1.3.4. headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - 1.3.5. reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
 - 1.3.6. any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
 - 1.3.7. references to the word “include” or “including” shall be construed without limitation;
- 1.4. The RFP/RFQ/EOI Document/ Bid No/PO No..... dated as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes
 - a) The Bid Form and the Price Schedule submitted by the Bidder.
 - b) The Bill of Material.
 - c) The Technical & Functional Specifications.
 - d) The Terms and Conditions of the Contract.
 - e) The Purchaser's Letter of Intent/Notification of Award.
 - f) Schedule of Dates, Amounts etc.
 - g) Pre-Contract Integrity Pact.
 - h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the Transaction Documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

2. SCOPE OF WORK:

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No..... Dated.....

3. TERM OF THE CONTRACT:

The contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released by Vendor/ Service Provider as per the terms and conditions in this contract.

4. PAYMENT TERMS:

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No..... dated

5. PENALTIES/LIQUIDATED DAMAGES:

As Per RFP/ RFQ/ EOI Document/ Bid No /PO Nodated

6. SECURITY DEPOSIT / PERFORMANCE OF BANK GUARANTEE:

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No..... dated

7. ASSIGNMENT:

- 7.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the RailTel's prior written consent.
- 7.2. If the RailTel undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

8. SUB-CONTRACTING:

- 8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than

its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the RailTel.

- 8.2. Notwithstanding the above or any written consent granted by the RailTel for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

9. SERVICE LEVELS:

During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

- 10.1. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the RailTel in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 10.1.1. Delay in delivery beyond the specified period for delivery.
 - 10.1.2. Serious discrepancies noted in the items delivered.
 - 10.1.3. Breaches in the terms and conditions of the Order.
 - 10.1.4. Non submission of acceptance of order within 7 days of order.
 - 10.1.5. Excessive delay in execution of order placed by the RailTel.
 - 10.1.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
 - 10.1.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
 - 10.1.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 10.1.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
 - 10.1.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 10.2. RailTel shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.

- 10.3. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the RailTel reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 10.4. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the RailTel reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the RailTel within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 10.5. The RailTel reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 10.6. In addition to the cancellation of purchase order, the RailTel reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 10.7. Notwithstanding anything contained hereinabove, the RailTel may terminate this contract by giving a 30 days' notice without assigning any cause.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 10.9. The RailTel shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the RailTel's deliverables.

11. EXIT MANAGEMENT PLAN:

- 11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by RailTel.
- 11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by RailTel.

- 11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 11.3.1. A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
 - 11.3.2. Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by RailTel.
 - 11.3.3. Plans for training of the Replacement Service Provider/ RailTel. staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by RailTel. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider.
- 11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
- 11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by RailTel.
- 11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the RailTel before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the RailTel.
- 11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by RailTel and communicated to Vendor/Service Provider.
- 11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to RailTel.

- 11.10. Vendor/Service Provider needs to comply with RailTels requirements and any statutory or regulatory guidelines during the reverse transition period.

12. TRAINING AND HANDHOLDING:

- 12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:
- 12.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
- 12.1.2. Change Request Logs
- 12.2. Assisting the new Service Provider/RailTel with the complete audit of the system including licenses and physical assets
- 12.3. Detailed walk-throughs and demos for the hardware.
- 12.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 12.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by RailTel.

During Reverse Transition RailTel will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

13. INTELLECTUAL PROPERTY RIGHTS:

- 13.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Hardware supplied to the RailTel shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 13.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

- 13.2.1. Procure for RailTel the right to continue to use such deliverables.
- 13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or
- 13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse RailTel for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by RailTel for procuring equivalent equipment in addition to the penalties levied by RailTel. However, RailTel shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the RailTel to use the proposed Hardware.
- 13.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 13.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of RailTel are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

14. INDEMNITY:

- 14.1. The BIDDER/VENDOR/ SERVICE PROVIDER shall keep and hold the RailTel indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the RailTel arising out of:
 - 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER;
 - 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BIDDER/VENDOR/ SERVICE PROVIDER;

- 14.1.3. Fines, penalties, or punitive damages levied on RailTel resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/VENDOR/ SERVICE PROVIDER.
- 14.2. The BIDDER/VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the RailTel against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.
- 14.3. All Employees engaged by the BIDDER/VENDOR/ SERVICE PROVIDER shall be in sole employment of the BIDDER/VENDOR/ SERVICE PROVIDER and the BIDDER/VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the RailTel be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the BIDDER/VENDOR/ SERVICE PROVIDER.
- 14.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.5. BIDDER/VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 14.6. The limits specified in above clauses shall not apply to claims made by the RailTel /third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

15. RIGHT TO AUDIT:

- 15.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

- 15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to such auditors and/or inspecting officials of the PURCHASER/ RailTel and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

16. BUSINESS CONTINUITY PLAN:

- 16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.
- 16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

17. CORRUPT AND FRAUDULENT PRACTICES:

- 17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the hardware by the Bank.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

- 18.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify RailTel for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.

- 18.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the RailTel, by photographic, electronic or other means.
- 18.3. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - c) Is required by law or regulatory compliance to disclose to any third person.
 - d) Is explicitly approved for release by written authorization of the RailTel.
- 18.4. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

19. FORCE MAJEURE:

- 19.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 19.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 19.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the RailTel in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the RailTel, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 19.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the RailTel and VENDOR/ SERVICE PROVIDER shall hold

consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the RailTel shall be final and binding on the VENDOR/ SERVICE PROVIDER.

20. SOCIAL MEDIA POLICY:

- 20.1. No person of the RailTel or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the RailTel.
- 20.2. The following acts on the part of personnel of the RailTel or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:
 - 20.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the RailTel from time to time.
 - 20.2.2. Any omission or commission which exposes the RailTel to actual or potential monetary loss or otherwise, reputation loss on account of non- adherence of Social Media related systems and procedures.
 - 20.2.3. Any unauthorized use or disclosure of RailTel's confidential information or data.
 - 20.2.4. Any usage of information or data for purposes other than for RailTel's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

21. HIRING OF BANK STAFF OR EX-STAFF:

The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the RailTel during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the RailTel

22. ADHERENCE TO RailTel IS SECURITY/CYBER SECURITY POLICIES:

- 22.1. VENDOR/ SERVICE PROVIDER shall comply with RailTel's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 22.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the RailTel.

23. PROTECTION OF DATA:

- 23.1. The VENDOR/ SERVICE PROVIDER warrants that at all times, when delivering the Deliverables and providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to RailTel data occurs as a result of Vendor/Service provider failure to perform its responsibilities in the RFP, Vendor/Service Provider will at RailTel 's request correct or cause to be corrected any loss or damage to RailTel data. Further, the cost of the any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.
- 23.2. Where the terms of the RFP/Gem Bid/PO require any data to be maintained by the B RailTel, the RailTel agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to RailTel data.
- 23.3. The VENDOR/ SERVICE PROVIDER is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the RailTel's and its customer's data and report same to the RailTel, Vendor/Service provider will be liable to RailTel for any event for security breach and leakage of data/information
- 23.4. The VENDOR/ SERVICE PROVIDER should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Data Protection Act 2023 and its future amendments and communications.

24. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of Parties failing to consent upon a single Arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole Arbitrator as provided under the Arbitration and Conciliation Act, 1996. Place of Arbitration shall be Bengaluru, India which will be governed by Indian Arbitration and Conciliation Act, 1996. Proceedings of Arbitration shall be conducted in English language only.

25. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between RailTel and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to

submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

26. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to RailTel:

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

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. () Phone: +91-

Email:

27. AMENDMENTS TO CONTRACT:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

28. CONFLICT OF INTEREST:

- 28.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
- 28.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.
- 28.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

29. ESCALATION MATRIX:

The escalation matrix at the Vendor/Service Provider level, shall be provided as below.

In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Bank can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised.

Escala- tionLevel	Name	Designation	Office Ad- dress	Mobile Number	Role & Re- spons ibility	E-mail ID
First Level	-----	-----	-----	-----	-----	-----
Senior Level/Middle Level	-----	-----	-----	-----	-----	-----
Highest Level	-----	-----	-----	-----	-----	-----

30. GENERAL CONDITIONS TO CONTRACT:

- 30.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the RailTel.
- 30.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the RailTel's and its customer's data and report same to the RailTel, Vendor/Service Provider shall be liable to RailTel for any event for security breach and leakage of data/information
- 30.3. No forbearance, indulgence, relaxation or inaction by any Party [RailTel or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 30.4. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 30.5. All remedies of either RailTel or VENDOR/ SERVICE PROVIDER under the Contract

whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.

- 30.6. If any provision of Contract or the application thereof to any person or Party [RailTel / VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [RailTel and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 30.7. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [RailTel and VENDOR/ SERVICE PROVIDER] and neither Party [RailTel nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 30.8. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [RailTel and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 30.9. Contract shall be executed in English language in 1 (one) original, the RailTel receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:
Name:
Designation:
For & on behalf of:
(RailTel)

In the presence of:

Signature-1:
Name:
Designation:

Signature-2:
Name:
Designation:

Signature:
Name:
Designation:
For & on behalf of
(VENDOR/ SERVICE PROVIDER)

In the presence of:

Signature-1:
Name:
Designation:

Signature-2:
Name:
aDesignation:

Annexure-1
Bid Covering Letter

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

To
The 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

Dear Sir,

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref: Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/modifications/amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy / Service support / Guidance for the specified scope as per the above referred RFP, during contract period. We enclose a Demand Draft /Bank Guarantee in lieu of EMD as per RFP in favour of Canara Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 180 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected Bidder, and agreed to in writing by the selected Bidder. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of Bidder s.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:

Signature with seal

Name:

Designation:

Annexure-2
Pre-Qualification Criteria

(Not Applicable for this Bid)

**Annexure-3
Bidder's Profile**

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

Sl.No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Whether registered as MSE for the item under the RFP?(Proof of registration as MSE for the item under the RFP)	
6)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turn-over of the entity complies with Startup guidelines)	
7)	Whether in technical collaboration with Foreign Company? If so give details	
8)	Number of Years in the Business	
9)	Number of years of experience in Handling large projects for Banks.	
10)	Address for Correspondence: Registered Office: Corporate Office:	
11)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to RailTel)	

12)	Domestic Customer Base (Number of Clients where Consultancy Service have been provided in India)	
13)	Details of Service Net Work Bengaluru: Mumbai:	
14)	PAN number Beneficiary Bank Details Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	

**Wherever applicable submit documentary evidence to facilitate verification.
We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.**

Date:

**Signature with seal
Name:
Designation:**

Annexure-4

Bid Security Declaration
(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)

To
The 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

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

Dear Sir,

We declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of two years from being eligible to submit bids for contracts with Canara Bank.

Date:
Place:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:

Annexure-5

Make in India Certificate

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Bidder's Reference No.

Date.....

To,
The General Manager,
Canara Bank,
Centralized Procurement & Vendor Management Wing,
Naveen Complex,
14 M G Road, Bengaluru – 560 001, Karnataka

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., % against Canara Bank Tender No..... dated..... We qualify as a (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal

Annexure-5.A

Make in India Certificate
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Bidder's Reference No.

Date.....

To
The 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

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., % against Canara Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____
.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

Annexure-6

List of Major Customers of the bidder in last 3 Years and references in providing related Services

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 3 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed
1	2	3	4	5

(Enclose necessary documentary proof)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

Annexure-7

Office Details

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

Sl. No.	Name of the Office	Address and Telephone Nos.	E-mail ID of office	Number of employees under the jurisdiction
1.	Bengaluru			
2.	Mumbai			
3.	Others (specify)			

Date:

Name:

Designation:

Signature with seal

Annexure-8

Scope of Work

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref: GEM/2024/B/4915191 dated 04/05/2024 and its Corrigendum's.

Annexure-9

Technical Specifications

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref: GEM/2024/B/4915191 dated 04/05/2024 and its Corrigendum's..

Annexure-10

Non-Disclosure Agreement
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to the formalities of deliverables as per time-lines mentioned in the RFP for each ordered locations to Canara Bank, having its office at 14, Naveen complex, HO(annex), M.G Road Bengaluru -560001 hereinafter referred to as the BANK and,

WHEREAS, the Bidder understands that the information regarding the Bank's IT Infrastructure shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and

WHEREAS, the Bidder understands that in the course of submission of the offer for the subject RFP and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the Bidder for the purpose of submitting the offer to the BANK for the said Hardware, will not be disclosed during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The Bidder shall not, without the BANKs written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date:

Signature with seal

Name:

Designation:

Annexure-11

Undertaking of Authenticity
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

We hereby undertake that all the hardware components/parts/assembly/software's used in this Hardware under the above like Servers, Switches, Hard Disk, Monitors, Memory etc., shall be original new components /parts /assembly /software only from respective OEMs/OSDs/OSOs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of Licensed Operating System/Application Software/any other Software if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product Keys on Certification of Authenticity in case of Microsoft Window Operating System/Software etc.) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We confirm that the OS and software is free from bugs, malware, covert channels in code etc.

Should you require, we hereby undertake to produce the certificate from our OEM/OSD/OSO supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM/OSD/OSO supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with the above at the time of delivery or during installation, for the IT Hardware/Software/Solution/Services already billed, we agree to take back the Hardware/Software/Solution/Services without demur, if already supplied and return the money if any paid to us by you in this regard.

Date:

Signature with seal

Name:

Designation:

Annexure-12

Compliance Statement

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes / No)	Remarks / Deviations
Compliance to RFP Terms and Conditions		
Compliance to Scope of Work of the subject RFP		
Compliance to Technical Specification		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date:

Signature with seal
Name:
Designation:

Annexure-13

Undertaking Letter

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

- a. We also confirm that we have quoted the services with GST only.
- b. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- d. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- e. We also confirm that we have not changed the format of BOM.

Date:

Signature with seal

Name:

Designation:

Annexure-14

Escalation Matrix

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos.of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

Name of the Bidder Firm:

Delivery Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second levelcontact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not received in 48 Hours)					
d.		Country Head (If response not received in One week)					

Service Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second levelcontact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not received in 24 Hours)					
d.		Country Head (If response not received in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date:

Signature with seal

Name:

Designation:

Annexure-15
Manufacturer Authorization Form
[Should be submitted on the letterhead of the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD]

The General Manager,
Canara Bank,
Centralized Procurement & Vendor Management Wing,
Naveen Complex, 14 M G Road,
Bengaluru – 560001,
Karnataka.

Dear Sir,

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for GeM bid offer.

We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the GeM bid and the contract for the Hardware/ products/equipment and services offered against this invitation for GeM bid offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

We (Manufacturer/Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/sfail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and any new Operating Software releases at the bank's premises.

We also confirm that the proposed Hardware offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the Hardware will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

We hereby commit to the GeM bid terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

Yours faithfully
(Name)
For and on behalf of M/s

Annexure-16 Bill of Material

SUB: Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and other IT Infra Components in Canara Bank

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's.

Table-A

Price details of Hardware Items								
SI.No	Item Details	SI de-tails	Unit Price with Three years Comprehensive onsite warranty and support (Excl. of Taxes)		Total Cost Price with Three years Comprehensive onsite warranty and support (Excl. of Taxes)	Tax for Column c		Total Cost Price with Three years Comprehensive onsite warranty and support (Incl. Taxes)
						% of Tax	Tax Amt.	
			a	b	c=a*b	d	e	f=c+e
1	Servers With 64 core and approx 2 TB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as mentioned as per Technical Specification (Amended Annexure-9)	SI-1		80				

2	Servers With 64 core and 512 GB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 as and minimum 900GB SSD usable space local Disk with RAID1 as mentioned in Technical Specification (Amended Annexure-9)	SI-1		28				
3	Servers With 32 core and 1 TB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as mentioned in Technical Specification (Amended Annexure-9)	SI-1		100				
4	Servers With 32 core and 256GB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as mentioned in Technical Specification (Amended Annexure-9)	SI-1		54				

5	Servers With 16 core and 512GB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as mentioned in Technical Specification (Amended Annexure-9)	SI-1		226				
6	Servers With 16 core and 256GB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as mentioned in Technical Specification (Amended Annexure-9)	SI-1		4				
7	Servers With 32 core and 1TB Memory and 7.5 TB NVME SSD usable Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as mentioned in Technical Specification (Amended Annexure-9)	SI-1		4				

8	Servers With 32 core and 1TB Memory and 34 TB NVME SSD usable Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as mentioned in Technical Specification (Amended Annexure-9)	SI-1		4				
9	Server Rack for placing Servers, Storage, Library and SAN and Network Switches and as per Technical Specification (Amended Annexure-9)	SI-1		50				
10	PDU for the supplied RACKS and as per as per Technical Specification (Amended Annexure-9)	SI-1		100				
11	SAN Director (48*3=144 FC SAN ports with 16&32Gbps SFP) and as per Technical Specification (Amended Annexure-9)	SI-2		4				
12	SAN Switches (32G SAN with 96 port) Switch and as per Technical Specification (Amended Annexure-9)	SI-2		8				

13	SAN Switches (32G SAN with 48 port) Switch and as per Technical Specification (Amended Annexure-9)	SI-2		2				
14	Object Storage of 2.5PB Usable Space and as per Technical Specification (Amended Annexure-9)	SI-1/SI-2		2				
15	Enterprise Block Storage of 2.0PB Usable Space and as per Technical Specification (Amended Annexure-9)	SI-2		4				
16	Tape Library with 40 Tape Drives and 250 Free slots and as per Technical Specification (Amended Annexure-9)	SI-2		2				
17	LTO-9 Stand Alone Tape Drive and as per Technical Specification (Amended Annexure-9)	SI-2		2				
18	48 Gig Ethernet ports and 2 x 10G SFP+ for uplink on single chassis TOR Switch as per Technical Specification (Amended Annexure-9)	SI-1		14				

19	48 fixed 10-G BASE-T ports and 6 fixed 40/100-Gbps QSFP+ ports for uplink with fully populated transceivers connectivity on single chassis TOR switch as per Technical Specification (Amended Annexure-9)	SI-1		24				
20	48 x 25-Gbps fiber downlink ports and 6 x 100-Gbps Quad Small Form-Factor Pluggable 28 (QSFP28) uplink ports with fully populated transceivers on single chassis TOR Switch as per Technical Specification (Amended Annexure-9)	SI-1		4				
21	Distribution Switches in High availability with required capacity to connect all supplied access switches with dual uplink of 10/40/100 Gbps in active-active mode for redundancy and load sharing as per Technical Specification (Amended Annexure-9)	SI-1		8				
22	Total Cost for Hardware (Sum of SI. No. 1 to 21)							

Table-B**Price details of Software/License Items (Perpetual)****[Amount in Indian Rupees]**

Sl.No	Item Details	Sl de-tails	Unit Price with Comprehensive warranty and support (Excl. of Tax)	Qty.	Total Cost with Comprehensive warranty and support (Excl. of Tax)	Tax for Column c		Total Cost with Comprehensive warranty and support (Incl. of Tax)
						% of Tax	Tax Amt.	
			a	b	c=a*b	d	e	f=c+e
1	Windows 2022 Data Centre Edition 16 Core pack with Enterprise support	SI-1		160				
2	Windows 2022 Standard Centre Edition 16 Core pack with Enterprise support	SI-1		187				
3	Microsoft SQL 2022 standard edition two core pack with Enterprise support	SI-1		156				
4	Total Cost for Software/Licenses (Sum of Sl. No. 1 to 3)							

Table – C
Price details of Software/License Items (Subscription based Licenses)
[Amount in Indian Rupees]

Sl.No	Item Details	SI de-tails	Unit Price with Comprehensive warranty and support for 5 Years (Excl. of Tax)	Qty.	Total Cost with Comprehensive warranty and support for 5 Years (Excl. of Tax)	Tax for Column c		Total Cost with Comprehensive warranty and support for 5 Years (Incl. of Tax)
						% of Tax	Tax Amt.	
			a	b	c=a*b	d	e	f=c+e
1	RHEL 9 Virtual DataCentre with premium support	SI-1		20				
2	RHEL 9 with premium support	SI-1		150				
3	RHEL 9 High Availability with premium support - X86 machines	SI-1		30				
4	RedHat OpenShift - RHCOS latest version Container Platform Plus-RHCOS latest version subscription with premium support	SI-1		3				
5	RedHat OpenShift container Platform Plus- RHCOS latest version subscription with standard support	SI-1		3				
6	Apache Tomcat Enterprise Edition with support - instance base	SI-1		5				
7	Managed File Transfer Solution core based	SI-2		16				

8	File Sync Software instance base with support	SI-2		50				
9	Backup Software instance based with support	SI-2		500				
10	Jboss Enterprise Application Plat-form(16 core Pack) with premium support	SI-1		2				
11	Jboss Enterprise Application Plat-form(16 core Pack) with standard support	SI-1		1				
12	Jboss Web Server (16 core pack) with Premium support	SI-1		2				
13	Jboss Web Server (16 core pack) with Standard support	SI-1		1				
14	Total Cost (Sum of SI. No. 1 to 13)							

Table – D**Price details of Linear Tape Open Cartridges (5000 nos.)****[Amount in Indian Rupees]**

Sl. No.	Requirement Details	SI details	Unit Price (Excl. of Tax)	Quantity	Total Cost Price (Excl. of Tax)	Tax for Column C		Total Price (Incl. of Tax)
			a			% of Tax	Tax Amt.	
				b	c=a*b	d	e	f=c+e
1	LTO-7 standard tapes with customized bar-codes	SI-2		200				
2	LTO-8 standard tapes with customized bar-codes	SI-2		3800				
3	LTO-9 standard tapes with customized bar-codes	SI-2		800				
4	LTO-9 Cleaning Cartridges with customized barcodes	SI-2		200				
5	Total cost for 5000 Linear Tape Open Cartridges (Sum of Sl. No. 1 to 4)							

Table - E**AMC /ATS Cost for Hardware/Software/Licenses for 2 Years on post warranty****[Amount in Indian Rupees]**

Sl. No	Item Details	SI details	Cost for AMC for 2 years (Excl. of Tax)		Qty.	Total AMC Cost (Excl. of Tax)	Tax for Column d		Total AMC Cost (Incl. of Tax)
			4 th Year	5 th Year			% of Tax	Tax Amt.	
			a	b			c	d=(a+b)*c	
A.	Hardware								
1	Servers With 64 core and approx 2 TB Memory and Minimum 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			80				
2	Servers With 64 core and 512 GB Memory and 3 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			28				
3	Servers With 32 core and 1 TB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			100				

4	Servers With 16 core and 512GB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			226				
5	Servers With 32 core and 256GB Memory and 3.5 TB SSD Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			54				
6	Servers With 16 core and 256GB Memory and 3.5 TB SSD usable space Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			4				
7	Servers With 32 core and 1 TB Memory and 7.5 TB NVME SSD usable Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			4				
8	Servers With 32 core and 1 TB Memory and 34 TB NVME SSD usable Local Disk with RAID 10 and minimum 900GB SSD usable space local Disk with RAID1 as per Technical Specification (Amended Annexure-9)	SI-1			4				

9	Server Rack for placing Servers, storage, Library and SAN and Network switches and as per Technical Specification (Annexure-9)	SI-1			50				
10	PDU for the supplied RACKS and as per Technical Specification (Amended Annexure-9)	SI-1			100				
11	SAN Director (48*3=144 FC SAN ports with 16&32Gbps SFP) and as per Technical Specification (Amended Annexure-9)	SI-2			4				
12	SAN Switches (32G SAN with 96 port) Switch and as per Technical Specification (Amended Annexure-9)	SI-2			8				
13	SAN Switches (32G SAN with 48Port) switch and as per Technical Specification (Amended Annexure-9)	SI-2			2				
14	Object Storage of 2.5PB Usable Space and as per Technical Specification (Amended Annexure-9)	SI-2			2				
15	Enterprise Block Storage of 2.0PB Usable Space and as per Technical Specification (Amended Annexure-9)	SI-2			4				
16	Tape Library with 40 Tape Drives and 250 Free slots and as per Technical Specification (Amended Annexure-9)	SI-2			2				
17	LTO-9 Stand Alone Tape Drive and as per Technical Specification (Amended Annexure-9)	SI-2			2				

18	48 Gig Ethernet ports and 2 x 10G SFP+ for uplink on single chassis TOR Switch as per Technical Specification (Amended Annexure-9)	SI-1			14				
19	48 fixed 10-G BASE-T ports and 6 fixed 40/100-Gbps QSFP+ ports for uplink with fully populated transceivers connectivity on single chassis TOR switch as per Technical Specification (Amended Annexure-9)	SI-1			24				
20	48 x 25-Gbps fiber downlink ports and 6 x 100-Gbps Quad Small Form-Factor Pluggable 28 (QSFP28) uplink ports with fully populated transceivers on single chassis TOR Switch as per Technical Specification (Amended Annexure-9)	SI-1			4				
21	Distribution Switches in High availability with required capacity to connect all supplied access switches with dual uplink of 10/40/100 Gbps in active-active mode for redundancy and load sharing as per Technical Specification (Amended Annexure-9)	SI-1			8				
23	Total Cost for AMC for Hardware/Software/Licenses (Sum of Sl. No. 1 to 21)								0

Table - F
One-time Implementation charges

[Amount in Indian Rupees]

Sl.	Item Details		SI de- tails	Unit Price (Excl. of Tax)	No. of Units	Total Price (Excl. of Tax)	Tax for Column c		Total Price (Incl. of Tax)
							% of Tax	Tax Amt.	
				a	b	=a*b	d	e	f=c+e
1	Servers Installation and Configurations with OS	Per Server	SI-1		500				
2	Managed file transfer solution Implementation	Per Site	SI-2		2				
3	Backup Software Implementation	Per server	SI-2		500				
4	Jboss server implementation	Per Server	SI-1		3				
5	Apache Tomcate server implementation	Per Server	SI-1		5				
6	MSSQL Setup installation per server with cluster configuration (for 24 Servers - in 2 node cluster)	Per Server	SI-1		24				
7	RHCOS Setup installation and configuration for three cluster (Three nodes in one Cluster)	Per Cluster	SI-1		3				
8	Installation of TOR switches	Per Switch	SI-1		42				
9	Installation of Distribution Switches	Per Switch	SI-1		8				
10	Implementation charges for SAN Director with ISL	Per Director	SI-2		4				
11	Implementation charges for SAN switch with ISL	Per Switch	SI-2		10				
12	Object Storage implementation Cost	Per storage	SI-2		2				
13	Block Storage Implementation Cost	Per storage	SI-2		4				

14	Rack and PDU imple- mentation	Per Rack	SI-1		50				
15	Tape Library implemen- tation cost	Per Li- brary	SI-2		2				
16	Total Cost for Optional Items (Sum of SI. No. 1 to 15)							-	

[Amount in Indian Rupees]

Sl. No.	Item Details	SI de- tails	Unit Price (Excl. of Tax)	Tax for Column a		Total Price (Incl. of Tax)
				% of Tax	Tax Amt.	
				a	b	c
1	One 1.92 TB SSD	SI-1				d=a+c
2	One 960 GB SSD	SI-1				
3	One CPU of 8 core with 2.7Ghz or above and 22 MB L3 Cache or higher	SI-1				
4	One CPU of 16 core with 2.7Ghz or above and 32 MB L3 Cache or higher	SI-1				
5	One CPU of 32 core with 2.7Ghz or above and 32 MB L3 Cache or higher	SI-1				
6	One CPU of 64 core with 2 Ghz or above and 32 MB L3 Cache or higher	SI-1				
7	One Memory Stick of 32 GB DDR5 DIMM with Minimum 2933 MHz or higher	SI-1				
8	One Memory Stick of 64 GB DDR5 DIMM	SI-1				

	with Minimum 2933 MHz or higher					
9	One Memory Stick of 96 GB DDR5 DIMM with Minimum 2933 MHz or higher	SI-1				
10	One Memory Stick of 128 GB DDR5 DIMM with Minimum 2933 MHz or higher	SI-1				
11	Object Storage per TB Cost	SI-1/SI-2				
12	Block Storage per TB Cost	SI-2				
13	Block Storage per controller cost	SI-2				
14	Object Storage per controller cost	SI-2				
15	One FC Card with minimum 1 number of 32 Gbps FC ports in each card	SI-2				
16	One Network Cards, each equipped with at least two 10-gigabit network ports	SI-2				
17	One Network Cards, each equipped with at least two 1-gigabit network ports	SI-2				
18	San Director- One unit of 32G SFP Module	SI-2				

19	San Director- One unit of 64G SFP Module	SI-2				
20	San Switch- One unit of 32G SFP Module	SI-2				
21	San Switch- One unit of 64G SFP Module	SI-2				
22	San Switch- One unit of Long Wave 32G SFP Module	SI-2				
23	San Switch- One unit of Long Wave 64G SFP Module	SI-2				
24	SAN Director per Blade Cost	SI-2				
25	SAN Director Blade Cost with fully populate SFP	SI-2				
26	CAT 6 UTP Copper Cable length of 3 mtrs	SI-1				
27	CAT 6 UTP Copper Cable length of 5 mtrs	SI-1				
28	CAT 6 UTP Copper Cable length of 7 mtrs	SI-1				
29	CAT 6 UTP Copper Cable length of 10 mtrs	SI-1				
30	CAT 6 UTP Copper Cable length of 15 mtrs	SI-1				
31	CAT 7 UTP Copper Cable length of 3 mtrs	SI-1				

32	CAT 7 UTP Copper Cable length of 5 mtrs	SI-1				
33	CAT 7 UTP Copper Cable length of 7 mtrs	SI-1				
34	CAT 7 UTP Copper Cable length of 10 mtrs	SI-1				
35	CAT 7 UTP Copper Cable length of 15 mtrs	SI-1				
36	CAT 7 UTP Copper Cable length of 25 mtrs	SI-1				
37	Fiber cables Cable length OM4 of 5 mtrs	SI-1				
38	Fiber cables Cable length OM4 of 10 mtrs	SI-1				
39	Fiber cables Cable length OM4 of 15 mtrs	SI-1				
40	Fiber cables Cable length OM4 of 20 mtrs	SI-1				
41	Fiber cables Cable length OM4 of 25 mtrs	SI-1				
42	Fiber cables Cable length OM4 of 30 mtrs	SI-1				
41	Total Cost for Optional Items (Sum of SI. No. 1 to 42)					0

The cost mentioned in column “a” of Table-F will be the fixed price for 5 years (i.e., Unit Price mentioned will be fixed for the entire contract period). Bank may procure the above items mentioned in Table-F with the same cost for the entire contract period.

The items brought during the contract period should be co-terminus with the base hardware.

RailTel may issue Purchase order(s) to procure items mention in Table-F as per the necessary quantities as and when required by the Bank during the initial purchase or during the entire

Contract Period. However, the bidder has to provide the optional items at the same cost mentioned in the Table-F.

Table – H		
Total Cost of the Hardware, Software and optional items for 5 Years		
[Amount in Indian Rupees]		
Sl. No.	Requirement Details	Total Cost of the Hardware, Software and optional items for 5 Years (Incl. of Taxes)
1	Total cost of Table–A (Price details of Hardware Items for three year Warranty Period)	
2	Total cost of Table–B (Price details of Software/License Items (Perpetual))	
3	Total cost of Table-C (Price details of Software/License Items (Subscription based))	
5	Total cost of Table-D (Price details of Linear Tape Open Cartridges)	
6	Total cost of Table-E (AMC /ATS Cost for Hardware/Software/Licenses)	
7	Total cost of Table-F (One-time Implementation charges)	
8	Total cost of Table-G (Price details of Optional Items for 5 Years)	
9	Total Cost of Ownership for 5 Years (Sum of Sl. No. 1 to 8)	0

Declaration:

- Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- We are agreeable to the payment schedule as per “Payment Terms” of the RFP.

Annexure 17
Undertaking for Non-Malicious Code

[Should be submitted on the letterhead of the OEM/OSO/OSD and signed by an Authorized Signatory of the OEM/OSO/OSD]

Date:

To,
The General Manager
Canara Bank
Centralized Procurement & Vendor Management Wing,
Naveen Complex,
14 MG Road, Bengaluru - 560001, Karnataka

Subject: Undertaking for Non-Malicious Code

Reference: RFP Ref No. Supply, Installation, Configuration, Implementation and Maintenance of 500 Nos. of Servers and Other IT Infra Components in Canara Bank.

Ref. GEM/2024/B/4915191 dated 04/05/2024 and its corrigendum's

Dear Sir,

We, _____, who are established and reputable provider of subscription services for certain open source software products (_____), with address at _____.

We do hereby confirm that use of the _____ being offered is subject to the terms of the Red Hat Enterprise Agreement for end use, which can be found at _____ agreements. These terms include a representation and warranty that to _____ knowledge, _____ does not, at the time of delivery, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software. The remedies available in respect of this representation and warranty are as set out in the _____ Agreement.

Thank you for your support and interest in Red Hat Products. Should you have any queries, please contact us.

For _____
Authorized Signatory

Annexure 18

PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONGWITH THE EOI DOCUMENTS

(To be signed by the Bidder)

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

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

1. I/We the Bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the Bidder(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 electronic-EOI portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of Bidders, execution of work or final payment of the contract, the master copy available with the RailTel/CANARA BANK 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 EOIs, it shall lead to banning of business for five years on entire RailTel. Further, I/we (*insert name of the Bidder*) ** _____ and all 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 by OEMs of the offered Hardware/Software incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE BIDDER**

VERIFICATION

I/We above named Bidder 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 BIDDER**

Place:
Dated:

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

Annexure 19
Declaration regarding Land border sharing country
Certificate to be provided by Bidder/OEMs on their letter heads:

We have read the clause mentioned in Order (Public Procurement No. 1)No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India.

In view of this, we certify that,

this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

i) Certificate for Bidder for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

Annexure 20

Undertaking by OEM regarding meeting delivery timeline and deploying manpower for Professional services

Format for Undertaking of Delivery & Services (From OEM)

Self-Certificate
(To be on company letterhead)

Eol Reference No:

Date:

To,
RailTel Corporation of India Ltd.
1-10-39, 6A, 6th floor, Gumidelli Towers Begumpet Airport road,
Opp. Shoppers Stop, Begumpet – 500016

Dear Sir,

Sub: Undertaking of Delivery and Services

Dear Sir,

We (Name of OEM Company) hereby undertake that the delivery of products associated with us would be delivered within stipulated time from Placement of Order and the associated services along with entire installation, configuration and integration of all hardware and software supplied within one month from delivery as per Terms & Conditions of CANARA BANK tender. Further, we comply with all the terms and conditions of the CANARA BANK tender during the warranty period.

We ensure that the OEMs will engages its Professional Services (PS) team for planning, design, implementation, integration, validation, handover, and training of the respective hardware and software components across site as per CANARA BANK tender. The engaged PS Team members would be OEM's employees and the OEM shall not further outsource these obligations to another vendor.

Authorized Signatory
Name & Designation

CHAPTER- 7: Specifications and requirements

7.1 TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

- Note 1:** It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
- Note 2:** Any additional hardware and software/license required for completion of work as per scope of this work shall be supplied by the selected bidder without any additional cost to RailTel.
- Note 3:** The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications.

7.2 Technical Specification

As per CANARA BANK tender document

Chapter-8: CHECK LIST (To be filled up & uploaded)**8.A List of Documents to be Submitted with Technical Bid**

SN	Have you submitted the following documents?	Submitted /complied or Not
1.	Offer Letter as per Chapter-1	
2.	Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) format in Chapter-2 of SOR.	
3.	Breakup of individual itemized BOQ but prices blanked out with Make and Model.	
4.	Submission of scanned copy of Earnest Money Deposit (EMD) in the form of BG as per Appendix D(Chapter-6).	
5.	Audited balance sheet duly attested by Notary Public	
6.	Constitution of Firm and Power of Attorney as per clause 4.A.45 of Chapter-4.	
7.	Compliance to Technical Requirements as mentioned in Clause 3.A.1.11 of Chapter-3.	
8.	Copies of purchase orders and other documents in support of meeting qualifying criteria as mentioned in Clause 4.A.21 of Chapter-4.	
9.	Complete technical data sheets, MAFs and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.	
10.	Documentary proof of supporting the eligibility Criteria as mentioned in Clause 4.A.21 of Chapter-4.	
11.	Technical proposal of Bidder in conformity with system design	
12.	Undertaking by bidder on their letter head as 4.A.52 of Tender document.	
13.	NIL Deviation certificate – Annexure 12 of Chapter-6	
14.	Integrity Pact – Appendix F of Chapter-6	
15.	All Annexure/Appendix as mentioned in Chapter-6	
16.	Any other information required to be submitted by the bidder as per technical and eligibility criteria.	
17.	CVs of proposed Resources with qualification	
18.	Submission of digitally signed copy of EOI Documents/Addenda.	
19.	Any other document mentioned in EOI Document	

Sl. No	Description	Submitted /complied or Not
20	Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.	
21	Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.	
22	Bid Covering letter as per Annexure-1 .	
23	Compliance to Pre-Qualification Criteria declaration as per Annexure-2 with documentary proof in support of the Pre-Qualification Criteria.	
24	Bidder's Profile as per Annexure-3 .	
25	Bid Security Declaration as per Annexure-4 (if eligible).	
26	Make in India Certificate as per Annexure-5 and Annexure-5A	
27	List of major customers as per Annexure-6	
28	Office details as per Annexure-7 .	
29	Compliance to the Scope of Work as per Annexure-8 .	
30	Documents for Technical Evaluation Criteria as per Annexure-9 .	
31	Non-Disclosure Agreement as per Annexure-10 .	
32	Undertaking of Authenticity as per Annexure-11	
33	Compliance Statement as per Annexure-12	
34	Undertaking Letter as per Annexure-13	
35	Escalation Matrix as per Annexure-14	
36	Manufacturer Authorization Form as per Annexure-15	
37	Masked bill of Material as per Annexure-16	
38	Undertaking of Malious Code as per Annexure-17	
39	Affidavit as per Annexure-18	
40	Declaration of Land Border as per Annexure-19	
41	Undertaking of OEM as per Annexure - 20	
42	Signed Pre-Contract Integrity Pact as per Appendix-F in non-judicial Stamp paper	
43	Instructions to be noted as per Appendix - A	
44	Commercial proposal as per Annexure-16 & Appendix-B	
45	Bank Guarantee Format EMD as per Appendix-D	

46	Proforma of Bank Guarantee as per Appendix - E	
47	Pre-Contract Integrity pact as per Appendix F	
48	Draft Contract Agreement as per Appendix G	

*******End of Document*******