



RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

SPECIAL LIMITED TENDER DOCUMENT

FOR

“Supply of Microsoft Licenses”

(Single Packet System)

RailTel/Tender/SLT/CO/ITP/2024-25/Microsoft License/010

Dated- 13.08.2024

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RailTel/Tender/SLT/CO/ITP/2024-25/Microsoft License/010

Dated: 13.08.2024

Bid Data Sheet

SPECIAL LIMITED TENDER NOTICE

Special Limited Tender Notice No. RailTel/Tender/SLT/CO/ITP/2024-25/Microsoft License/010 Dated 13.08.2024

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders (single packet) for “**Supply of Microsoft Licenses**”

The details are as under: -

a)	Last Date and Time of Submission of offer	Up to 15:00 hrs of 21.08.2024
b)	Time of opening of Limited Tender	15:30 hrs of 21.08.2024
c)	Validity of offer	30 days
d)	Delivery period	30 days
e)	Earnest Money (EMD):	Rs. 2,93,200/- (Rupees Two Lakh Ninety Three Thousand Two Hundred Only).
f)	EMD and Tender Fee need to be deposited online through RailTel’s e-Nivida portal)	
g)	Copy of Tender Document is enclosed herewith & also sent through email. Tender document duly signed by the tenderer along with the offer should be submitted online on e-nivida Portal https://railtel.enivida.com .	
h)	Bidders must deposit Earnest Money Deposit (EMD)/bid security amount as indicated above through e-tendering portal. Eligible MSE bidders/ Startups are exempted from EMD amount. However, in lieu of EMD, MSE bidders/ Startups must furnish Bid Security Declaration (BSD) as per ‘Form No.-01: Documents relating to Bid Security’ in their bid as per format given therein. The BSD shall be drawn in favour of GM/ITP, RailTel Corporation of India Limited, New Delhi. A self-attested scan of the original Form No.-01 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.	

**For & on behalf of
RailTel Corporation of India Ltd.**

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CHAPTER-1

OFFER LETTER

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

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 30 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of “.....” within 30 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.
2. A sum of Rs through e-Nivida Portal herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not supply the licenses within 30 days after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

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CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR)

SN	Item Description	UOM	Qty	Unit Price (in Rs.)	IGST	CGST	SGST	Unit Rate (All inclusive) (in Rs.)	Total Cost (in Rs.)
				(a)	(b)	(c)	(d)	(e)	(f)
1.	Microsoft Office 365 E3 with Annual subscription	Nos	500						
2.	Microsoft Team Annual subscription	Nos	500						
3.	Microsoft Copilot Annual subscription	Nos	02						
Grand Total									

Note:

- 1.1 Unit rate quoted against SOR above should be FOR destination inclusive of all duties, taxes, insurance and freight etc.
- 1.2 Cost breakup to be submitted by the bidder:
 - a. Basic Rate
 - b. CGST
 - c. IGST
 - d. SGST
 - e. Any other charges
- 1.3 The breakup of price of each item of SOR in terms of basic Unit price, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- 1.4 If Supplier fails to furnish necessary document i.e invoices etc, in respect of duties/taxes cenvatable the amount pertaining to such duties/taxes will be deducted from the payment due to the firm.
- 1.5 Tenderer must also furnish unit rate of all the supply of items mentioned in the SOR.
- 1.6 User manual, instruction manual, operating manual etc. wherever required shall be submitted by the bidder.

CHAPTER-3

Technical Specifications

SN	Item Description	Qty	Validity Period	Remarks
1.	Microsoft Office 365 E3	500	1 Year	Enterprise Version
2.	Microsoft Office Teams	500	1 Year	Enterprise Version
3,	Microsoft Copilot	2	1 Year	Enterprise Version

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CHAPTER-4

Commercial Terms & Conditions

1. Scope of work, Offer Letter and Validity of Offer:

- 1.1 Scope of Work for Bidder: Bidder should supply the Licenses as per SOR.
- 1.2 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the licenses to be supplied, description of the licenses, associated technical literature, quantity and prices etc.
- 1.3 The offer should remain valid for a period of **30** days from the date of opening.
 - 1.3.1 The bidder should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of tender. Self-Declaration is to be submitted in this regard.
 - 1.3.2 MAF in the name of RailTel from the Original Equipment Manufacturing (OEM) proposed by the bidder.
 - 1.3.3 No Deviation Certificate as per Form No.-02

2. WARRANTY:

The validity of licenses covered in SOR are **minimum 12 months** from date of delivery to the consignee.

3. Delivery Period

The selected firm will have to supply the licenses within 30 days of issue of confirmed LOA/PO.

4. Bill passing & Paying Authority:

Accounting unit/bill passing unit for the supplies under SOR is Sr. DGM/ITP/CO. Bills to be submitted to the Sr. DGM/ITP/CO for payment.

Bill paying authority for the supplies under SOR will be RailTel Corporate office finance.

5. Payment Terms:

100% payment on receipt of licenses at each consignment shall be paid on production of the following documents:

- a). Invoices.
- b). Validity/Warranty/Guarantee certificate of OEM
- c). Consignee's Receipt
- d). Undertaking against fall Clause

6. Taxes & Duties:

- 6.1. Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/SGST/IGST/GST, Freight and insurance charges up to destination, applicable for each unit tendered.
- 6.2. RailTel will be claiming CENVAT credit from the relevant authorities, wherever applicable, based on documentary evidence of duties and taxes submitted by the contractors.
- 6.3. Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
7. **Liquidated Damages:**

The timely delivery is the essence of this contract. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10 % of the cost of unsupplied quantities/material.
8. **Transportation:**

The rates quoted should be F.O.R. destination. The destination shall be the nominated Depots of RailTel Regional office as indicated in LOA/PO.
9. **Statutory Deduction:**

These will be made at source at the time of making payment as per the prevalent rules.
10. **Purchaser's Right to Accept or Reject Bid:**

The purchaser reserves the right to accept or reject bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.
11. **FALL CLAUSE:** The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Contract, the equal benefit of lower prices will be passed on to RailTel.LOA
12. **Clause wise Compliance:**

Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.
13. **SETTLEMENT OF DISPUTES:**

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.
14. **Earnest Money Deposit (EMD)/ Bid Security:**
 - 14.1. The bidder shall furnish a sum as given in above Tender Notice as Earnest Money need to be submitted online through e-nvida portal.

- 14.2.** The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order.
- 14.3.** Offers not accompanied with Earnest Money shall be summarily rejected.
- 14.4.** Earnest Money of the unsuccessful bidder shall be returned after finalization of contract and award of contract to the successful tenderer after conclusion of Contract.
- 14.5.** The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily.
- 14.6.** Earnest Money will bear no interest

15. GOVERNING LAWS:

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

16. TERMINATION FOR DEFAULT:

- 16.1.** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.
 - a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
 - b) If the supplier fails to perform any other obligation(s) under the contract; and
 - c) If the supplier, 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.
- 16.2.** In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

17. TERMINATION FOR INSOLVENCY

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

18. Bid Submission and Opening Date:

- 18.1.** EMD and cost of tender document should be Submitted through e-Nivida Portal. Bids without EMD and cost of tender document will be summarily rejected.
- 18.2.** The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:
 - a) Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
 - b) Compliance statement for acceptance of Technical specification (Chapter 3) & Instructions and Tender Conditions (Chapter 4).

- c) Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
- d) Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc..

19. Evaluation of Offer:

“For the purpose of relative ranking of offers, all-inclusive value for entire supply, transportation to site, supervision of installation, testing & commissioning and warranty period support, training etc.

The bidders should quote for all items & the offer will be evaluated on overall basis.

20. NIL Deviation Compliance:

Bidder is required to submit the “NIL Deviation compliance undertaking” for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 2 (Chapter-5).

21. Purchaser’s Right to Vary Quantities:

In case of requirement RailTel may vary the quantity. This variation in quantity not exceeding 30% at the time of award of contract.



CHAPTER-5

**Form No. 1
Bid Security Declaration
(On Company Letter Head)**

(Bidder's Name _____
[Address and Contact Details]

To
General Manager/ITP,
RailTel Corporation of India Ltd
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

Ref: Tender Document No. Tender No./ xxxx

Sir/ Madam,

We, the undersigned, solemnly declare that:

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

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

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

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

- 3) receipt by us of your notification of cancellation
 - a. of the entire tender process or rejection of all bids or
 - b. of the name of the successful bidder or
- 4) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....



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Form No. 2

PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter

(TO BE SIGNED BY BIDDER)

To

General Manager/ITP

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

Dear Sir,

Sub: NIL Deviation Compliance for Tender no.

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

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

Format of Annexure (Deviation Statement)

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

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

Seal and signature of the bidder

Place:

Date:

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

Chapter 6

RailTel eNivida Special Instruction to Bidders

e-Procurement is the complete process of eTendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.enivida.com>. These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information useful for submitting online bids on the eNivida Portal may be obtained at:

<https://railtel.enivida.com>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal with clicking on the link **"Online Bidder Enrolment"** on the e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Or bidders can contact our help desk for getting the DSC.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of your account.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

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

Please feel free to contact eNivida Helpdesk (as given below) for any query related to etendering

Phone No. 011-49606060/9205898228

Mail id: - eprocurement@railtelindia.com

END of Tender Document

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