

## RAILTEL CORPORATION OF INDIA LTD.

(A Govt. of India Enterprise)

## **Southern Region Office**

1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016

## **Corporate Office**

Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

## **Invitation for Expression of Interest**

for

Selection of Suitable Partner from OEMs/OEM' authorized partners for "Supply, Installation, Testing and Commissioning (SITC) of all-in-one PCs with 5 years antivirus & Warranty and Microsoft Office Home and Business 2021 or latest version licenses"

EOI No: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024

## **EOI NOTICE**

#### RailTel Corporation of India Ltd.

1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016

#### **EXPRESSION OF INTEREST**

EOI No: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024

RailTel Corporation of India Ltd., (hereafter referred to as RailTel) invites EOIs from OEMs/OEMs authorized partners for "Supply, Installation, Testing and Commissioning (SITC) of all-in-one

PCs with 5 years antivirus & Warranty and Microsoft Office Home and Business 2021 or latest version licenses"

The details are as under:

| 1 | Date of EOI Floating                         | 24th August, 2024 at 18:00 Hours  |
|---|--|---|
| 2 | Last date for submission of Bids against EOI | 30th August, 2024 at 15:00 Hours  |
| 3 | Opening of Bids received against EOI         | 30th August, 2024 at 15:30 Hours  |
| 4 | Number of copies to be submitted             | Single Stage (Single Packet System)   |
| 5 | Cost of Eol Document                         | Nil   |
| 6 | e-Eol portal for Submission of Bids          | https://railtel.eNivida.com   |
| 6 | EOI EMD                                      | Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI. (To be submitted online on e-ni-vida portal) |

- OEMs/OEMs authorized partner are required to submit soft copy of response through Online on RailTel's e-nivida portal at https://railtel.enivida.com duly signed by Authorized Signatories with Company seal and stamp.
- 2. The EOI response is invited from eligible OEMs/OEMs authorized partners only.
- 3. If, the interested bidder is OEM/Distributor of OEM/Direct Partner of OEM, it should submit the supporting document for the same.
- 4. All the document must be submitted with proper indexing and page no.
- If the Bidder is OEM, MAF/declaration to be submitted in OEMs letter head. All other bidders to submit the MAF in OEMs letterhead (Individual MAFs for PCs, MS Office licenses and antivirus). Non submission of the MAF would lead to rejection of the bid.
- Bidder has to agree to comply with all scope of work, technical specifications, term and conditions including special term and condition, SLA and OEM technical & Financial documentation including MAF, Technical certificates/others as per EOI.

Eol Notice and link for Eol Document are available on RailTel's website and e-Eol portal <a href="https://railtel.eNivida.com">https://railtel.eNivida.com</a> 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. Bids are to be submitted online

| E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024  |
|---|
|   |
| CHAPTER-1: OFFER LETTER   |
| То  |
| Executive Director,   |
| RailTel Corporation of India Ltd.,  |
| 1-10-39 to 44, 6A, 6th Floor,<br>Begumpet Airport Road, opp. Shoppers Stop,   |
| Begumpet, Hyderabad- 500 016.   |
|   |
| 1. I/We have read all the conditions detailed in EoI documents. I/We also agree to keep this offer open for acceptance for a period of 90 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 EoI within timelines as specified from the date of issue of LOA. I/We also hereby agree to abide by all the Conditions and to carry out the supplies/services according to the Specifications for items/materials and works laid down by RailTeI. |
| 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 if,  |
| 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 EoI 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)

| S.no | Work Description  | UOM | Quantity | Unit<br>Rate | Total<br>Amount<br>(excl<br>GST) | GST<br>(%) | Total<br>Amount<br>(Incl<br>GST) |
|------|---|-----|----------|--------------|----------------------------------|------------|----------------------------------|
| 1    | Supply, Installation, Testing and Commissioning (SITC) of all-inone PCs with 5 years antivirus & Warranty | LS  | 400      |              |                                  |            |                                  |
| 2    | MS Office Home<br>& Business 2021<br>or latest version<br>Licence activation<br>Keys                      | LS  | 250      |              |                                  |            |                                  |

| E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024 |
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| Chapter 2B: BoQ and Make and Model details                                   |
| Bidder has to specify make and model against the each SOR item.              |
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#### **CHAPTER-3: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

#### 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 Operations 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

Supply, Installation, Testing and Commissioning (SITC) of 400 numbers of all-in-one PCs with 5 years antivirus & Warranty and MS Office Home & Business 2021 or latest version– 250 License activation Keys

#### Introduction

RCIL invites Expressions of Interest (EOI) from experienced and qualified bidders for the supply and deployment of desktop PCs and MS Office Home & Business 2021 or latest version at our customer's location, Vijayawada, AP. This EOI aims to identify potential bidders who can meet our requirements and adhere to the highest standards of service and quality.

#### Scope of Work

The selected bidder will be responsible for Supply Installation, Testing and Commissioning (SITC) of the following:

- Desktop PCs with antivirus as per the specifications provided
- Supply of MS Office Home & Business 2021 or latest version
- 5 years Warranty and support

The PCs are to be deployed at the designated customer location that would be intimated to the successful Bidder. Bidder has to complete SITC and any necessary configurations as per the customer's requirement.

Bidder must also provide post-deployment support, warranty and maintenance for 5 years.

## 3.A.1.2 Bidder's Responsibility

As per the scope of the work.

## 3.A.1.3 Technical Requirements and Compliance to Technical Requirements

Bidder must comply to the technical specifications for the All-in-one PCs as mentioned below.

| S.No.     | Requ                                | Compliance<br>YES/NO   |  |
|-----------|-------------------------------------|--|--|
| 1         | Processor                           | Intel i5 13th Gen Processor, 12 Core, 1.9 GHz base frequency or higher   |  |
| 2         | Chipset Series                      | Intel Q670 Or higher   |  |
| 3         | Graphics Card Description           | Integrated Intel UHD Graphics or Higher  |  |
| 4         | Operating System                    | Genuine Microsoft Windows 11 Professional 64-bit operating system (Factory Pre-loaded).  |  |
| 5         | RAM                                 | Factory-installed 16-GB DDR5 4800 MHz<br>RAM, (expandable to 64 GB - using spare<br>DIMM Slots in GB)  |  |
| 6         | Total HDD Capacity (GB)             | 1 TB 7200 rpm HDD or Higher  |  |
| 7         | Total SSD Capacity (GB)             | 512 GB Or higher   |  |
|           |                                     | 23.8 Inch IPS Non Touch FHD Display  |  |
| 8 Display |                                     | FHD Webcam and 2 Nos. of Speakers must be integrated with Display  |  |
| 9         | Wireless and Bluetooth Connectivity | Integrated Wifi and Bluetooth  |  |
| 10        | Manageability                       | Intel vPro Enterprise Ready  |  |
| 11        | Ports                               | The quoted AIO must have at least 2 USB 5 GBPS Port, 4 USB 10 GBPS Ports including 1 Type C port, 1 Display port, 1 HDMI Port, 1 Ethernet Port, 1 Universal Audio Combo Jack |  |

| 12 | Stand  | Height Adjustable  |  |
|----|--|--|--|
| 13 | Keyboard and Mouse<br>Connectivity   | Wired or Higher  |  |
| 14 | Power Supply   | 150 W or Higher  |  |
| 15 | Certification  | UL, CE, FCC, BIS, Energy Star/BEE  Quoted Model Should be Win and Ubuntu certified                                 |  |
| 16 | Warranty   | 5 Years Onsite OEM Warranty  |  |
| 17 | MS Office  | Pre-loaded MS Office Home and Business 2021 or latest  |  |
| 18 | Security   | Hardware TPM   |  |
| 19 | Antivirus  | Preloaded Antivirus required with 5-year. Antivirus compliance and MAF to be submitted with BID on OEM letter head |  |
|    |  | Terms and Conditions   |  |
| 19 | Keyboard, and mouse to be from the same OEM and should have the OEM logo or trademark embossed and not a sticker.  |  |  |
| 20 | Motherboard, keyboard and mouse to be from the same OEM and should have the OEM logo or trademark embossed and not on a sticker.   |  |  |
| 21 | Built-in Pre-boot system hardware diagnostic utility must be available from OEM.   |  |  |
| 22 | OEM should provide online system hardware diagnostic facility to download updates of pre-installed software device drivers and firmware through its website. Bidder to mention OEM website URL for quoted Model and its drivers. |  |  |
| 23 | OEM must support recovery media creation through website.  |  |  |
| 24 | Declaration from OEM for genuine OS should be provided from the respective OEM at time of submission of bid.   |  |  |
| 25 | OEM must support to re-install the operating system as and when required and bring the computer back to its original factory condition as configured by OEM  |  |  |

| 26 | Operating System with OEM recovery DVD or option of cloud recovery   |  |
|----|--|--|
| 28 | The bidder should be ISO 9001:2015, ISO 14001:2015, ISO 27001:2013, CMMI Level 3 certified.  |  |
| 29 | The bidder should have supplied atleast 300 Nos. of All-in-One PC through one single order to any of the organisations or autonomous bodies under Ministry of Health and Family Welfare during last 3 years. The purchase order and the completion certificate should be submitted along with the bid.   |  |
| 30 | The bidder should submit the compliance on OEM letter head only.   |  |
| 31 | The bidder should submit the undertaking from the OEM confirming the pre-loaded operating system and MS office.  |  |
| 32 | The bidder must submit the bid specific MAF from Microsoft for Operating system  |  |
| 33 | <ul> <li>a. If required, the bidder must provide one AIO PC for physical verification at Buyer premises for physical testing within 7 days after communication from buyer, with no additional cost to buyer. The computer must be of the same model with similar configuration as quoted by the bidder.</li> <li>b. The purpose of physical verification is to test the performance, technical specifications &amp; parameters as per this bid documents. The testing will be performed in presence of bidder representative at date and time scheduled by buyer. Failing this, the bid shall not be evaluated further and rejected accordingly.</li> <li>c. If required by buyer, the computer will be opened/ disassembled to check the configuration/component physically.</li> </ul> |  |

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

Pre-Delivery Inspection:

- The bidder must conduct a comprehensive pre-delivery inspection to ensure that all desktop PCs meet the specified technical and quality standards.

- A detailed inspection report must be submitted to RCIL, prior to shipment, outlining the condition and compliance of each unit.

#### On-Site Inspection:

- 1. Upon delivery, an on-site inspection will be conducted by a representative from RCIL in the presence of the bidder's technical team.
- 2. This inspection will include checking for any physical damage, verifying the specifications, and ensuring that the PCs are functioning correctly.

#### 3.B.2. Installation

Bidder has to complete all the works as per scope of work

#### 3.B.5 Final Acceptance

After the on-site inspection, acceptance testing will be performed to confirm that the desktop PCs are installed and configured as per the customer's requirements.

The bidder must assist in conducting these tests and addressing any issues that may arise during the process.

#### 3.C.1 Training

Deleted

#### 3.C. 2 BIDDER DATA REQUIREMENT, DOCUMENTATION, AND GUIDELINES

To ensure a thorough evaluation and successful deployment, the following bidder data requirements and documentation must be submitted:

#### 1. Company Profile:

- o A brief overview of the company, including its history, mission, and core values.
- Details of the company's experience in deploying desktop PCs or similar projects.
- Organizational structure and key personnel involved in this project.

#### 2. Technical Specifications:

- Detailed specifications of the proposed desktop PCs, including hardware and software configurations.
- o Information on the warranty and support services provided for the desktop PCs.

#### 3. Methodology and Approach:

 A detailed plan outlining the deployment process, including timelines, milestones, and resource allocation.  The approach for installation, configuration, and testing of the desktop PCs at the customer locations.

#### 4. Quality Assurance and Inspection:

- Description of the quality assurance processes in place to ensure the desktop PCs meet the specified standards.
- Sample inspection reports from previous projects to demonstrate the bidder's adherence to quality control.

#### 5. References:

- Contact details of at least three past clients for whom the bidder has completed similar projects.
- Testimonials or case studies highlighting the bidder's capabilities and successful project completions.

#### 6. Compliance and Certifications:

- Copies of relevant certifications and accreditations that demonstrate the bidder's compliance with industry standards.
- o Any other documentation that supports the bidder's qualifications and capabilities.

#### 7. Risk Management Plan:

 Identification of potential risks associated with the deployment and the mitigation strategies to address them.

## 8. Financial Stability:

 Recent financial statements or other documentation that demonstrates the bidder's financial stability and ability to complete the project.

## 9. Legal and Regulatory Compliance:

- Confirmation that the bidder complies with all relevant local, state, and Go laws and regulations.
- Documentation of any past or pending legal issues that could affect the project.

Submission Requirements

Bidder must submit the above documentation along with their EOI.

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#### **CHAPTER-4A: COMMERCIAL TERMS & CONDITIONS**

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

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 & Support

The supplied desktop computers must include a comprehensive 5-year warranty. This warranty should cover all hardware components, including parts and labor. The bidder is required to provide prompt and efficient service and support for any issues that arise within this period. The warranty ensures that any defective components will be repaired or replaced at no additional cost, ensuring reliable and continuous operation of the desktops.

Warranty of all the PCs, antivirus and MS office licenses should start after installation.

#### 4.A.3 Long Term Maintenance Support

The bidder must provide Long Term Maintenance Support (LTMS) for the supplied desktop computers. This support should encompass regular maintenance, troubleshooting, and repair services for a period of 5 years from the date of installation. LTMS should include:

- 1. Preventive Maintenance: Regularly scheduled maintenance visits to ensure optimal performance and prevent potential issues.
- 2. Corrective Maintenance: Prompt response and resolution of any hardware or software malfunctions.
- 3. Software Updates and Patches: Regular updates to ensure the desktops are running the latest, most secure software versions.
- 4. Technical Support: 24/7 access to technical support via phone, email, or online portals.
- 5. Replacement Parts: Supply of necessary replacement parts to minimize downtime.

This comprehensive support ensures that the desktops will maintain high performance and reliability throughout their operational life.

#### 4.A.4 Implementation timeline

The All in one PCs have to be delivered in staggered mode.

- 1. 200 PCs to be delivered within 4-6 weeks from the date of issue of LOA to the selected Partner.
- 2. Remaining PCs to be delivered by 30-April-2025.

The terms and conditions of the EOI is applicable for the entire lifecycle of the project.

### 4.A.5 Deployment

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

The successful bidder shall conduct a detailed study 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.

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 for Capex Items:

On back to back basis, payment will be released to the selected partner only after getting payment from the Customer.

#### **Customer may release payments as per below Payment Schedule**

- i) 80% on delivery of PCs with antivirus, MS Licenses, inspection, satisfactory Certification and final acceptance by the customer.
- ii) 20% on Installation & Commissioning of the PCs/MS Licenses.

The billable amount shall be as per the rates quoted and quantities of services delivered as per the contract. The payable amount shall be based on billable amount after accounting for any Liquidated Damages, penalties due to Service Level Requirements, and any other terms and conditions of the contract.

#### iii) Payment pre-requisites

- No payment shall be made without the receipt of invoice. Invoices must be submitted with supporting documents after successful services and as mentioned in this EOI.
- The payments shall be made to the contractor in Indian Rupees (INR) only.
- In case of disputes regarding services/deliverables, the disputed amount shallbe withheld and will be paid only after settlement of the disputes.
- Any penalties/liquidated damages, as applicable for delay and non- performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestone(s).

- All payment to selected bidder will be on Back-to back basis. Payment to selected bidder will be processed after receipt of payment from RailTel's Customer.
- 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).

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

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

#### Not applicable

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

Performance Bank Guarantee of 5% of contract value to be submitted within 15 days of issue of LOA from RailTel with validity of 1 year beyond Warranty period of 5 years. i.e. total 6 years with claim period of 1 year from the end of validity of the BG.

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

- a. The items supplied by bidder fail to achieve the performance.
- b. The bidder fails to provide the warranty and other services including SLA in scheduledtime frame, as stipulated in this document.
- 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 bidder, the bidder shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

If the bidder fails to comply with any of the above, the bidder 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 bidder in the relevant return, leading to disallowance of input credit to RailTel, the bidder 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 rthe 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 Eol 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

If the supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights recover from the Contractor, as agreed.

## 4.A.11. Manpower Support

Bidder must ensure a dedicated resource is available at Customer location for installation, testing and commissioning.

#### 4.A.12 Insurance

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#### 4.A.13 Liquidated Damages

Liquidated Damages/Penalty clause in the EOI is proposed as "the deduction against LD/penalty by the Customer will be passed on to the selected partner on value terms on back to back basis"

#### 4.A.14 Transportation

The rates quoted should be CIP destination. The destination shall be Site Locations of customer, Vijayawada, Andhra Pradhesh.

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 EOI.

#### 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. Submit necessary declarations/certifications as per Tender Terms and Conditions:

|   | S<br>No. | Eligibility Criteria            | Supporting Documents to be Submitted      |  |
|---|----------|---------------------------------|---|--|
|   | ۸۱       | The partner should be OEMs/OEMs | Document showing Bidder is                |  |
| ' | A)       | authorized Partner              | OEM/authorized partner/distributor of OEM |  |

| S No. | Eligibility Criteria  | Supporting Documents to be Submitted   |
|-------|---|--|
| B)    | Financial Conditions  |  |
| 1     | Bidder should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3years of operations in India as on bid submission date. | <ol> <li>Certificate of Incorporation</li> <li>GST Registration</li> <li>PAN Card</li> </ol>   |
| 2     | The average annual turnover of<br>the partner, in the preceding<br>three (3) financial years should<br>be 150% of EOI Value   | Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI.  Balance sheet & CA certificate for financial year ending 21-22, 22-23 and 23-24 may be provided. |
| 3     | Partner should also have a posi-<br>tive net worth in the last 3 finan-<br>cial years.  | Positive Net Worth Certificate issued by the CA for the last three financial years (FY 21-22, 22-23 and 23-24 may be provided). Certificate should contain UDIN no. issued by ICAI.                            |
| C)    | Technical Conditions  |  |
| 1     | The bidder should be ISO 9001:2015, ISO 14001:2015, ISO 27001:2013, CMMI Level 3 certified.   | Certificate to be submitted  |
| 2     | The bidder should have supplied atleast 300 Nos. of All-in-One PC to any of the organisations or autonoumous bodies under Ministry of Health and Family Welfare.            | Documentary evidence such as Certificate from Customer for satisfactory work along with Customer's purchase orders/ work orders for completed project should be submitted.                                     |

- a. Bidder shall submit the online links / documents and Data / specifications sheets pertaining to the quoted items.
- 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 EOI document.

## 4.A.22 Eligibility Credentials and Verification

The bidder is required to submit purchase order and satisfactory working/implementation 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 Form no. 4 (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) / 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 EoIs and reserves the right to **ACCEPT/REJECT** any or all EoIs 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 EoI documents, shall not be considered for evaluation of bids.

The bidders should quote for all items and technically qualified bidder with lowest bid value would be L1 Bidder.

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)

Rs. 5,00,000/- (Five Lakhs Only) to be submitted along with EOI. (To be submitted online on envida portal).

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 in accordance with clause 4.A.7.Offers not accompanied with EMD 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 Eol 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 Form no. 6 (Chapter-6).

## 4.A.35 Inspection

Inspection will be carried by RailTel/customer appointed agency if required by customer. 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 AIMS. The successful bidder will make own arrangements to secure and safeguard the goods delivered at site, at their own cost. AIMS 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 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 EoI document, the offer is liable to be **REJECTED**.

ATTESTATION OF ALTERATION: No scribbling is permissible in the EoI documents. EoI containing erasures and alterations in the EoI 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 <a href="https://railtel.eNivida.com">https://railtel.eNivida.com</a>. For detailed instructions please refer to E-Nivida Portal.

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

Any individual(s) signing the EoI 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 EoI 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 EoI 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

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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

Deleted (Not applicable).

#### 4.A.52. Preference to Domestic Manufacturers

Make in India clause is applicable to this EOI as per DPIIT Order No. P-45021/2/2017-PP (BE-II) Part(4) Vol II dt. 19July,2024 or latest.

#### 4.A.53 Sanctions

RailTel shall impose sanction of bidder/successful bidder for not fulfilling the obligations. 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

Make in India clause is applicable to this EOI as per DPIIT Order No. P-45021/2/2017-PP (BE-II) Part(4) Vol II dt. 19July,2024 or latest.

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#### **CHAPTER- 4B: INSTRUCTIONS TO THE BIDDERS**

#### 4.B.0General

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

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

The documents forming this EoI 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) Forms of Bid
- 9) Commercial Terms and Conditions of the Contract
- 10) Technical Specifications
- 11) Relevant Codes and Standards
- 12) Drawings

**Note:** If any ambiguity or discrepancies is found in the EoI 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.2Submission 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/ Bidders 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 online on e-Nivida Portal.

#### 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 online Earnest Money Deposit (EMD)
- 2. Submission of digitally signed copy of EoI 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 submitted online through E-Nivida Portal.
- **b)** Integrity pact to be submitted as per Clause 4.A.51 (Form No. 5, 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 (Form No. 4 Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- e) All forms from 1 to 15 as applicable
- f) 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 EoI 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 EoI 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 EoI document before submitting their bids. Please go through the EoI advertisement and the EoI 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 EoI 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 EoI Document to the Bidders

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

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

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

This e-Eol should be duly submitted online using the e-Procurement Portal <a href="https://railtel.eNivida.com">https://railtel.eNivida.com</a>. 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 EoI 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 EoI opening. Authorized representatives of those firms who have submitted the EoI documents alone shall be allowed to attend the EoI opening.

#### 4.B.10 Addenda / Corrigenda:

Addenda / Corrigenda to the EoI documents may be issued by RailTel prior to the date of opening of the EoIs, 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 EoIs 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 EoI document are binding on the bidder and submission of the EoI shall imply unconditional acceptance of all the Terms & conditions by the bidder.

Each and every page of submitted EoI 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 EoI.

In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., then the bidder EoI 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 form 14.

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## CHAPTER- 5: BID DATA SHEET (BDS)

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

| Clause                               | Description  |
|--------------------------------------|--|
|                                      | Validity of offer  |
| Clause 4.A.1,<br>Chapter-4-A,        | Validity: The offers submitted shall be valid for a period of 90   |
| onapter 4-74,                        | days from the date of opening of EoI.  |
| Clause 4.A.2,                        | Warranty   |
| Chapter-4-A,                         | 5 years  |
|                                      | Delivery/Implementation Timelines  |
| Clause 4.A.5,<br>Chapter-4-A,        | MS Licenses and 1 <sup>st</sup> 200 PCs to be delivered within 4-6 weeks of issue of LOA   |
| Chapter 4 A,                         | Balance 200 PCs to be delivered by 30-Apr-24 based on confirmation from the customer   |
|                                      | Billing Address:   |
| Clause<br>4.A.5.7, Chap-<br>ter-4-A, | 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 |
|                                      | Eligibility Criteria Requirements for Empaneled Business Associates  |
| Clause 4.A.21,<br>Chapter-4-A,       | 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,                       | Purchaser's Right to Vary Quantities As per CUSTOMER requirement   |
| Chapter-4-A,                         | changes  |
| Clause 4. A.31                       | EMD  |
| Clause 4. A.ST                       | Online EMD of Rs. 5,00,000/- (Five Lakhs Only) on e-nivida portal  |

|                            | Last Date of Submission of Offer (Online)  |
|----------------------------|--|
|                            | Date: 30.08.2024 (Last Date of uploading of the EoI document on E-Nivida Portal) |
| Clause 4.A.44,             | Time: 15:00 hours  |
| Chapter-4-A,               | Date of Opening of EoI (Online)  |
|                            | Date: 30.08.2024(Date of bid opening on E-Nivida Portal)                         |
|                            | Time: 15:30 hours  |
|                            | RailTel Contact-I (for general Information)                                      |
|                            | Smt. Sneha Tripathi,Sr. Mgr/IT & Mktg,   |
|                            | Tel: +91-40-27788000, Ext:547  |
|                            | Mobile: 7093604576   |
| Clause                     | Email ID: sneha.sinha@railtelindia.com   |
| 4.B.2.1, Chap-<br>ter-4-B, | RailTel Contact-II (for general Information)                                     |
|                            | RailTel's Contact Officer  |
|                            | Sh. P Vikrant Kumar, JGM/Tech & Mktg   |
|                            | Tel: +91-40-27788000, Ext:566  |
|                            | Mobile : 9003144205  |
|                            | Email ID :vikranthk@railtelindia.com   |
| Chapter-1,<br>Chapter-6,   | Executive Director   |
| Regional Ad-               | RailTel Corporation of India Ltd.,   |
| dress,                     | 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 EoI document, the details in BDS will have overriding priority (as per clause 4.B.1) over the referred clause in the EoI document.

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## CHAPTER- 6: FORM (S)/PROFORMA (S)

## Form 1 to 15 to be submitted Addressed to:

**Principal Executive Director** 

RailTel Corporation of India Ltd(RailTel)

1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,

Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016

| E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024 |
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# Form No. 1 - PROFORMA FOR "PERFORMANCE BANK GUARANTEE BOND (PBG)" (To be stamped in accordance with stamp act)

## PROFORMA OF BANK GUARANTEE

(To be submitted by the bidder for claiming payment)

| RailTel Corporation of India Ltd.,   |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
| 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road,   |  |  |  |  |  |  |  |  |
| Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016   |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| BANK GUARANTEE NO:   |  |  |  |  |  |  |  |  |
| DATE:  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Dear Sir(S)  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| This has reference to the Purchase Order NoDatedbeen placed by RailTel Corporation of India Limited (RAILTEL) on   |  |  |  |  |  |  |  |  |
| M/s(Name & Address of bidder) for supply, installation,  |  |  |  |  |  |  |  |  |
| commissioning and warranty of(description of items) at RailTelCustomer sites.  |  |  |  |  |  |  |  |  |
| The conditions of this order provide that the bidder shall,  |  |  |  |  |  |  |  |  |
| Arrange to deliver the items listed in the said order to the consignee, as per detailsgiven in said order, and   |  |  |  |  |  |  |  |  |
| Arrange to install and commission the items listed in said order at client's site, to  |  |  |  |  |  |  |  |  |
| the entire satisfaction of RAILTEL and Arrange for the comprehensive warranty service support towards the itemssupplied by bidder on site as per the warranty clause in said purchase order. |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

| E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.202 |
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|---|

M/s (Name of Bidder) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No.\_M/s.\_\_\_(name ofbidder) holds an account with us and has approached us and at their request andin consideration of the promises, we hereby furnish such guarantees as mentionedhereinafter.

RAILTEL shall be at liberty without reference to the Bank and without affecting thefull liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection withthe said contract or to vary the terms vis-a – vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contractand/or the remedies of RAILTEL under any security now, or hereafter held by RAILTELand no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of RAILTEL hereunderor of prejudicing right of RAILTEL against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shallremain valid and irrevocable for all claims of RAILTEL and liabilities of the supplierarising up to and until\_(date)

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that RAILTEL may now or at any time have inrelation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and RAILTEL shall have the full authority to takerecourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of RAILTEL in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

| We  | (Name of Ba          | nk) hereby aເ  | gree and irrev  | cably unde   | ertake and |  |  |  |  |
|---|----------------------|----------------|-----------------|--------------|------------|--|--|--|--|
| promise that if in your (RAILTEL's  | s) opinion any defau | It is made by  | M/s(Nam         | e of Bidde   | r) in per- |  |  |  |  |
| forming any of the terms and /or  | conditions of the a  | greement or    | if in your opin | ion they co  | mmit any   |  |  |  |  |
| breach of the contract or there is  | any demand by you    | against M/s_   | (Name of E      | 3idder),then | on notice  |  |  |  |  |
| to us by you, we shall on demand  | and without demur    | and withoutre  | eference to Ma  | /s(Na        | ame of     |  |  |  |  |
| Bidder), pay you, in any manner   | n whichyou may       | direct, th     | ne amount       | of Rs        |            |  |  |  |  |
| /- (Rupe  | :S                   |                |                 |              |            |  |  |  |  |
|   | Only ) or su         | ich portion th | ereof as may    | be demand    | ed by you  |  |  |  |  |
| not exceeding the said sum and  | as you may from tir  | ne to time re  | quire. Our liab | ility to pay | is not de- |  |  |  |  |
| pendent or conditional on your pr   | oceeding against M   | ′s             | (Name of Bi     | dder) and w  | e shall be |  |  |  |  |
| liable & obligated topay the aforesaid amount as and when demanded by you merely on an intimation |                      |                |                 |              |            |  |  |  |  |

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being given by you and even before any legal proceedings, if any, are taken againstM/s\_\_\_(Name of Bidder)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been aised by the supplier (whether or not pending before any arbitrator, Tribunal orCourt) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to RAILTEL hereunder.

The amount stated in any notice of demand addressed by RAILTEL to the Bank as claimed by RAIL-TEL from the supplier or as suffered or incurred by RAILTEL on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and RAILTEL be conclusive of the amount so claimed or liable to

be paid to RAILTEL or suffered or incurred by RAILTEL, as the case may be and payable by the Bank to RAILTEL in terms hereof.

| to postpone for any time or from time to time the exercise of any of the power ferred on you under the contact with the said M/s | 0 0                |
|--|--------------------|
| (Name of Bidder) and to enforce or to forbear from endors  | sing any power or  |
| rights or by reason of time being given to the said M/s  | (name              |
| of Bidder) which under law relating to the sureties would but for the provisions releasing us.                                   | have the effect of |
|  |                    |

You will have full liberty without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

| (Name of Bidder) and to enforce or to forbear from endorsing any pow                     | er or rights |
|--|--------------|
| or by reason of time being given to the said M/s   | (Name        |
| of Bidder) which under law relating to the sureties would but for the provisions have tl | he effect o  |
| releasing us.  |              |
|  |              |

| Your  | right  | to  | recover    | the    | said   | sum      | of     | Rs      |                 | /-        | · (Rupe    | es           |
|---|--------|-----|------------|--------|--------|----------|--------|---------|-----------------|-----------|------------|--------------|
| 1   |        |     |            |        |        | _only    | ) fror | n us ii | n manner afor   | esaid wi  | I not be a | affected/ or |
| suspended by reason of the fact that any dispute or disputes have been raised by the said M/s |        |     |            |        |        |          |        |         |                 |           |            |              |
|   |        |     |            |        |        |          |        | _(Nar   | me of Bidder)   | ) and/ or | that an    | ydispute or  |
| disput  | es are | pen | ding befor | re any | office | r, tribu | nal c  | r cour  | t or Arbitrator |           |            |              |

| F-Tender Notice No | ∴ RailTel/SR/SC/Mkt/ | g/2024-25/EOI/AIO-PCs | dated 24 08 2024 |
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|                    |                      |                       |                  |

| the guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s(Name of Bidder) but shall in all respects and for allpurposes be binding and operative until payment of all dues to RAILTEL in respect of such liability or liabilities.  |
|--|
| Our liability under this guarantee is restricted to Rs/- (Rupees   |
| Only). Our guarantee shall remain in force until unless asuit action to enforce a claim under guarantee is filed against us within six monthsfrom (which is date of expiry of guarantee) all your rights under the said guaranteeshall be forfeited and we shall be relieved and discharged from all liabilities thereunder.   |
| We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do underthe power of Attorney dated.   |
| Notwithstanding anything contained herein:   |
| Our liability under this guarantee shall not exceed Rs(in words) This bank guarantee shall be valid up to & unless a suit for action toenforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall beforfeited and we shall be relieved and discharged from all liabilities there afteri.e., after six months from the date of expiry of this Bank guarantee. |
| We are liable to pay the guaranteed amount or any parts thereof under this bankguarantee only and only if you serve upon us a written claim or demand or before  |
| The Bank guarantee will expire on (Min 60 months from the date of successfulinstallations of the items in the order)   |
| Granted by the Bank  |
| Yours faithfully,  |
| For (Name of Bank)   |
| SEAL OF THE BANK   |
| Authorised Signatory   |

#### Form No. 2 - PROFORMA FOR "SYSTEM PERFORMANCE GUARANTEE"

(On Stamp Paper of Rs. One Hundred)

(To be signed by the Bidder)

То

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

#### **EOI Reference No.:**

# Applicable for Bidder/OEM(s) directly participating in the Tender

| Dear Si   | r,  |   |   |  |  |  |   |   |  |  |  |  |  |
|---|---|---|---|--|--|--|---|---|--|--|--|--|--|
| designthe Ten the eve objective further i ments w in this re under th inputs w which th | on der do nt of t es or v nputs vithout egard. ne Sys vill be | thethe pe with th to ena t any a We fu tem Go provide | basis ints and to | of has to tech ce of t ication RailTe I paym arante will be to ma ked by | which been can ical splan ical sp | we arefully pecific tem, wained in alize the all the by uses system of the control of the contro | have y made ation the Inte end expens We full the worker. The g | sul<br>to co<br>erein.<br>stalled<br>ender<br>object<br>al equi<br>es for<br>rther g<br>ble w | omitted<br>nform to<br>We fu<br>l, not do<br>docun<br>ives co<br>pment<br>providi<br>guarant<br>thin 1 i | to the urther comply nents, which ing the tee that month | end of guara ving we seed in may adding these from | ender objective antee to with the chall proper these be reconstant se addi | no. ves in hat in e end ovide docu- quired nputs itional |
|   |   |   |   |  |  |  | (Sig  | gnatur  | e of Fir   | m's A  | uthori   | ized O   | fficer)  |
|   |   |   |   |  |  |  |   | ;   | Seal   |  |  |  |  |
| Signatu   | ire of  | witnes  | ss:   |  |  |  |   |   |  |  |  |  |  |
| 1.  |   |   |   |  |  |  |   |   |  |  |  |  |  |

| 2                                       |
|---|
|   |
| Or                                      |
| Applicable for OEM(s)                   |
|   |
| I / We                                  |
| (Signature of Firm's Authorized Officer |
| Seal                                    |
| Signature of witness:                   |
| 1                                       |

E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024

| E-Tender Notice | No · RailTel/SR/  | SC/Mkta/2024-25  | VEOI/AIO-PCs | dated 24.08.2024 |
|-----------------|-------------------|------------------|--------------|------------------|
|                 | HVO I VAILLEI/OLV | JO/WINIU/ZUZ4-Zi |              | ualeu 24.00.2024 |

Form No. 3 - PROFORMA FOR "MAINTENANCE SUPPORT" (To be signed by the Bidder as well as the OEM's)

Deleted

### Form No. 4 -PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY BIDDER ALONG-WITH THE EOI DOCUMENTS

(To be signed by the Bidder)

| (To be executed in presence of p Rs.100/ The stamp paper has to | oublic notary on non-judicial stamp paper of the value of be in the name of the Bidder) ** |
|---|--|
| I(Namesignatory of the Bidder (including i                      | e and designation)** appointed as the attorney/authorized ts constituents),                |
| M/spose of the EoI documents for the                            | work of (hereinafter called the Bidder) for the pur-                                       |
| •   | of (RailTel Region), do hereby solemnly affirm der 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/AIMS 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 Eol 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

|   | E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024  |
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| 8 | Eols, 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 <b>Summarily REJECTED</b> . |
|   | including banning of business for five year on entire RailTel.  |
|   | DEPONENT<br>SEAL AND SIGNATURE  |
|   | OF THE BIDDER   |
|   | VERIFICATION  |
|   | VEI III IO/III IO/III   |
|   | 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   |
|   |   |
|   |   |
| F | Place:  |
|   | 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.

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| Form No. 5 - PROFORMA FOR "SIGNING THE INTEGRITY PACT"                       |  |
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# Form No. 6 - PROFORMA FOR "NIL DEVIATION COMPLIANCE UNDERTAKING" (To be signed by the Bidder)

To

Principal 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

#### **Eol Reference No.:**

Sub: NIL Deviation Compliance

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

- 1. All proposed in scope are compliant to the technical specifications of the equipment as mentioned in the latest version of the specifications in the EoI.
- 2. We hereby certify that the hardware and software (if applicable) mentioned in our technical solution and Bill of Material (BOQ) are complete.
- We confirm that there is no requirement of any other hardware and software to fulfill
  requirements as per scope against the EoI. If any additional hardware and software
  is required to meet in scope requirements, then it would be procured by us at no extra
  cost to RailTeI.
- 4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the EoI document including all corrigenda and specifications.

| 5. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the EoI document including all corrigenda and specifications, any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in <b>REJECTION</b> of our bid. |
|--|
|  |
| Seal and signature of the bidder   |
| Place:   |
| Date:  |
|  |
| (This letter should be on the letterhead of the bidder duly signed by an authorized signatory  |
|  |
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E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024

# Form No. 7 - PROFORMA FOR "NO MALICIOUS CODE UNDERTAKING LETTER BY BIDDER and OEM

| То   |            |  |
|------|------------|--|
| Prir | ncip       | pal Executive Director,  |
| Rai  | ltel       | Corporation of India Ltd.,   |
| 1-1  | 0-3        | 9 to 44, 6A, 6th Floor, Begumpet Airport Road,   |
| Opp  | o. S       | Shoppers Stop, BEGUMPET, HYDERABAD- 500 016  |
| Eol  | Re         | eference No.:  |
| Suk  | <b>)</b> : | Undertaking for No Malicious Code  |
| Dea  | ar S       | Sir,   |
|      |            | Over and above all our earlier conformations and submissions as per your requirements of the EoI, we confirm that,   |
| 1.   |            | All proposed hardware and software components in scope of supplies < OEM related supply/component> when shipped by, does not contain embedded malicious code that would activate procedures to:- |
| i    | a.         | Inhibit the desired and designed function of the equipment.  |
|      | b.         | Cause physical damage to the user or equipment during the exploitation.  |
|      | C.         | Tap information resident or transient in the equipment/networks.   |
| 2.   |            | We, will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded  |

| 3.     | software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser. |
|--------|---|
| Place: |   |
| Date:  | Seal and signature of the bidder  |

E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024

(This letter should be on the letterhead of the Bidder & OEM duly signed by an authorized signatory)

#### Form No. 8 - PROFORMA FOR "MANUFACTURER'S AUTHORIZATION FORM"

This authorization letter should be printed on the letterhead of all the original

Note:

equip- ment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer. Tο 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 Subject: Undertaking by Principal Manufacturer against Eol number for ..... Ref: Bid No......dated..... Dear Sir, We, M/s (Name of the manufacturer) having registered office at (address of the manufacturer) by virtue of being manufacturer for (Name of the product/s), hereby certify that M/s (Name of the bidder) having their office at \_\_\_\_\_(Address of bidder) are our Authorised Distributors/ Dealers for our range of products quoted by them, as listed below: 1 2

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, benchmarking, acceptance criteria and product warranty services of the components to be sup- plied and installed at the MD, Customer sites by M/s. (Name of bidder) against said tender.

| We also certify that the products offered are not nearing end-of-life / end-of-support five years down the line from the date of bidding. |
|---|
| We also support our range of products offered by M/sin the above said bid with a warranty of 3 (three) years                              |
|   |
|   |
| The undersigned is authorized to issue this certificate on behalf of M/s  |
| (Name of the manufacturer).   |
| For M/s(Name of the manufacturer)   |
| Signature & company seal  |
| Name  |
| Designation   |
| Email   |

Mobile No.

E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024

# Form No. 9 - PAST EXPERIENCE FORM (To be submitted each for of the eligibility criteria / Experience ask in the Pre-Qualifying criteria mentioned in Bid data sheet.)

| SN    | Item  | Details |
|-------|---|---------|
| 1. G  | eneral Information  |         |
| i.    | Customer Name   |         |
| ii.   | Details of Contact Person   |         |
| iii.  | Name  |         |
| iv.   | Designation   |         |
| ٧.    | Email   |         |
| Vi.   | Mailing Address   |         |
| vii.  | Phone   |         |
| viii. | Fax   |         |
| 2. G  | eneral Information  |         |
| i.    | Name of the Project   |         |
| ii.   | Government/Private/PSU/Others please specify                          |         |
| iii.  | Start Date and End Date of PO/LOA                                     |         |
| iv.   | Current Status (Completed/Work in Progress)                           |         |
| V.    | Contract Tenure   |         |
| 3. P  | roject detail   |         |
| l.    | Order Value of the project  |         |
| II.   | Please Provide customer certificate and Work order for executed Scope |         |
| iii.  | Narrative description of Project including technology deployed        |         |
| iv.   | Key project components  |         |

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|  |
| ertification: I, the undersigned, certify that these data correctly describe the Projects imlemented by our Company. |
| (Signature)  |
| (Name of Authorized Signatory)   |
|  |
| (Designation)  |
| (Designation) (Date)   |
|  |
| (Date)   |
| (Date) (Name and address of the bidder)  |
| (Date) (Name and address of the bidder)  |

| E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.20 |
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|--|

# Form No. 11 - CONTRACT AGREEMENT

| (CA No)   |
|---|
| This AGREEMENT is made at <location of="" office="" ro=""> on this day of two thousand and twenty three by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered &amp; 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;</location> |
| Andhaving its registered office at (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.   |
| Whereas in response to a call for Eol by RailTel for the work of "" for RailTel   |
| Corporation of India Limited as per Eol papers at Annexure 'A' read with Corrigendum issued by RailTel hereto, the Contractor has submitted offer letter as per Annexure 'B' hereto   |
| AND WHEREAS the said EoI of the Contractor has been accepted for the work of "" for   |
| RailTel Corporation of India Limited as per copy of Letter of Acceptance of Eol Nodated complete with enclosures at the accepted  |
| rates and agreed deviations from EoI papers as per Annexure-C hereto at contract value of Rs Only) duly accepted by the   |
| contractor.   |

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall

| E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024 | -Tender Notice No. | : RailTel/SR/SC/Mkt | a/2024-25/EOI/AIO- | -PCs dated 24.08.2024 |
|--|--------------------|---------------------|--------------------|-----------------------|
|--|--------------------|---------------------|--------------------|-----------------------|

supply all equipment and materials and execute and perform all works for which the said EoI of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTeI) and the purchaser (RailTeI) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

|       | TNESS whereof both the parties have hereometrical and/or seals on the day and year respection tures. |                                   |
|-------|--|-----------------------------------|
|       | d and delivered by Shrion of India Ltd.  | for and on behalf of RailTel Cor- |
| The c | ontract within named in the presence of:   |                                   |
| 1.    | Signatures   |                                   |
|       | Date   |                                   |
|       | Name in Block Capitals   |                                   |
|       | Address:   |                                   |
| 2.    | Signatures   |                                   |
|       | Date   |                                   |
|       | Name in Block Capitals   |                                   |
|       | Address:   |                                   |
| Signe | d and delivered by Shri  | for and on behalf of              |
|       |  |                                   |

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The contractor within named in the presence of :

| E-Tender Notice No.: RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024 |
|--|
|--|

| i. Signatures | 1 |  | Signatures |
|---------------|---|--|------------|
|---------------|---|--|------------|

Date

Name in Block Capitals

Address:

# 2. Signature

Date

Name in Block Capitals

Address:

#### MANDATORY - REGISTRATION SHRAMIK KALYAN PORTAL

- A. "Contractor is to abide by the provisions of Payment of Wages act & minimum Wages act in terms of clause 54 ad 55 of Indian Railways General Condition of Contract. In order to ensure the same, and application has been developed ad hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment I this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Manpower resource shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by Manpower resource, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. "While processing payment of any "On Account Bill" or "Final Bill" or release of "Advances' or "Performance Guarantee/Security Deposit", contractor shall submit a certificate to the Manpower resource or resources' representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railways' Shramik kalyan portal at "www.shramikkalyan.indianrailways.gov.in" till \_\_\_\_\_ Month \_\_\_\_\_ Year."

#### Form No. 13

### **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]".

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# Form No. 14: 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 |
|-------------------|------|
| EUI REIEIEILE 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

We (<u>Name of OEM Company</u>) 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 at DC and DR, and any remote sites (as applicable) within one month from delivery as per Terms & Conditions of «Customer\_Name» tender. Further, we comply with all the terms and conditions of the «Customer\_Name» 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 «Customer\_Name» tender. The engaged PS Team members would be OEM's employees and the OEM shall not further outsource these obligations to another bidder.

**Authorized Signatory** 

Name & Designation

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| E-Tender Notice No.: | RailTel/SR/SC/Mktg/2024-25/EOI/AIO-PCs dated 24.08.2024 |  |
|----------------------|---|--|
|                      |   |  |

Form No. 15 (PERFORMA OF BANK GUARANTEE TOWARDS Security Deposit)

Deleted

# **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.

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| E-Tender Notice No.: | : RailTel/SR/SC/Mktg/202 | 24-25/EOI/AIO-PCs date | d 24.08.2024 |
|----------------------|--------------------------|------------------------|--------------|
|                      |                          |                        |              |

# Chapter-8: CHECK LIST (To be filled up & uploaded)

### 8.A List of Documents to be Submitted with Technical Bid

# DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER as per Clause 4.A.21 of Chapter-4:

| SN | Clause | Supporting documents | Details/Remarks | Page no of the<br>Bid |
|----|--------|----------------------|-----------------|-----------------------|
| 1  |        |                      |                 |                       |
| 2  |        |                      |                 |                       |
| 3  |        |                      |                 |                       |
| 4  |        |                      |                 |                       |
| 5  |        |                      |                 |                       |

| SNo | Have you submitted the following documents?  | Submitted /com-<br>plied or Not | Page<br>No./ref No.<br>of Offer |
|-----|--|---------------------------------|---------------------------------|
| 1.  | Schedule of Requirements with quantities and priced filled up (this will be a replica of technical bid with prices). |                                 |                                 |
| 2.  | Breakup of individual itemized BOQ (as per Format given in SOR) as per format given in Chapter-2.                    |                                 |                                 |
| 3.  | Any other information required to be submitted by the Bidder as per technical and eligibility criteria.              |                                 |                                 |

Note: Non submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be **REJECTED**.

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