RailTel/EOI/NR/BA/20-21/Business Delivery/RO/2

Dt. -26-Feb-2021

To,

Dear SI Partner

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Sub : Expression of Interest (EOI) for Selection of Systems Integrator & Implementation Partner for bidding for the requirement of customer of RailTel (CoR) for "Supply, installation and commissioning of IT infrastructure system and application system on back-to-back basis" from RailTel's empanelled BAs/ SIs / partners.

Schedule of Events

1	EOI No	**RailTel/EOI/NR/BA/20-21/Business Delivery/RO/2**
2	Publishing of EoI for empanelled SI's/BA	27-Feb-2021
3	Submission of EOI documents	27-Feb-2021 on 17:00 PM
4	Opening of EOI documents	03-MAR-2021 on 14:00 PM
5	Last date for requesting clarifications (Optional)	Up to 1400 Hrs on 01-MAR-2021 All communications regarding queries, if any, requiring clarifications shall be sent through email to the following official: Name: Sh. Rajnish Verma Designation: Sr. Manager (Mktg.) Contact: 97176 44213 e-mail: Rajnish.verma@railtelindia.com Name: Sh. Vivek J Porwal Designation.: General Manager (Mktg) Contact: 8285665666 Email: vivek.porwal@railtelindia.com
6	Mode of Submission	E-Bid submission only at https://railtel.enivida.com

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

1. Introduction:

With reference to above subject, RailTel Corporation of India Ltd. (RCIL) calls your attention for Selection of Systems Integrator & Implementation Partner for "Supply, installation and commissioning of IT infrastructure system and application system for Customer of RailTel."

a. The rates should be inclusive of taxes, however, breakup of all the taxes charged by the BA/SI shall be shown separately. The BA/SI has to submit the breakup of all taxes at the time of submission of their “Tax invoices” also. The BA/SI has also to submit their GSTIN No. at the time of submissions of their “Tax invoices”. In addition to it, the BA/SI should submit a copy of the GSTIN registration certificate for the states wherever applicable. In case of the successful BA/SI is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bill under RCM and deposit the same to the concerned tax authority. Vendors should file GST return and transfer credit of GST in RailTel account as per GST procedure.

b. The offers shall be opened on above said date, in the presence of those BA/SI, who choose to be present. If the above said date happens to be a holiday, the same shall be opened on the next working day.

2. Background Information :

a. No information of this document or related to this work shall be shared with anyone without permission of RCIL-Northern Region office.

3. Scope of Work :

The broad responsibility of the BA/SI under the scope of work for this EOI shall be as per Appendix-A

4. Selection Criteria :

a. Stage-I : Sealed proposals of only those BA/SIs will be entertained who are empanelled with RCIL. The PBG for empanelment should be valid on opening of the bids. A copy of PBG should be submitted along the technical-commercial bid.

b. Stage-II:

Qualification criteria:

1. There should not be any ongoing or past arbitration case(s) between RailTel/REL/Customer of RailTel and Applicant for the past two years on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

2. The bidder should submit ‘Acknowledgment Copy’ of Income Tax Returns for last three Financial Years (FY 2017-18, FY 2018-19 & FY 2019-20)

3. The bidder should have a valid Corporate Identification Number (CIN), Permanent Account Number (PAN), Taxpayer Identification Number (TIN), Goods and Service Tax Identification Number (GSTIN), on the last date of submission of EOI. Copy of documents in this regard is to be submitted.

4. The Applicant should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of EOI. Self-Declaration is to be submitted in this regard.

6. MAF in the name of RailTel from the Original Equipment Manufacturing (OEM) proposed by the bidder.

7. No Deviation Certificate as per annexure-2.

8. “The BA/SI shall submit a notarized affidavit (as per annexure-3) on a non-judicial stamp paper stating that they meet the 100% compliance requirements & all their statements/documents submitted along with the bid are true and factual. Standard format of the affidavit to be submitted by the bidder is given in the EOI

document. Non submission of an affidavit by the bidder shall result in rejection of his/their bid and it shall be mandatorily incumbent upon the BA/SI to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the work experience/ Qualifying Criteria mentioned in the EOI Document. It will not be obligatory on the part of EOI Evaluation Committee to scrutinize beyond the submitted document of the BA/SI as far as his qualification for the EOI is concerned.

9. The BA shall submit a declaration/undertaking regarding their compliance with GOI Ministry of Finance OM No. F. No. 6/18/2019-PPD, dated 23-07-2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. Undertaking on the bidder's Letter Head duly Signed and stamped by the Authorized Signatory

10. **Minimum Qualifying Work Experience Required:**
(i) One similar contract/works of value not less than Rs. 48 crores. OR
(ii) Two similar contracts/works each of value not less than Rs. 32 crores. OR
(iii) Three similar contracts/works each of value not less than Rs. 24 crores.
Similar project means: Supply, installation, commissioning of any IT / ICT contract /works for central government or any state government or any semi/quasi-government entities or Public Sector Units or private enterprises.

11. The bidder should have a minimum average turnover of Rs.120 Crore in previous three Financial years as per audited balance sheet (i.e. 2017-18, 2018-19 & 2019-20).
The bidder has to submit the audited balance sheets for the last three financial years in support of their eligibility.

12. The integrity pact BG for Rs. 70 Lakhs valid for a period of three years is required to be submitted by the bidder before submission of the bid to the customer. However, DD/Banker's cheque of Rs. 5 Lakhs is required to be submitted alongwith the bid as a token EMD, which will be released on submission of IPBG.

13. Payment terms will be back to back basis and as mentioned in RFP document. Payment will be released on receipt of Tax Invoice for the work and after RailTel receives the payment from Customer for the same work.

14. The service level arrangement will be back to back and all the penalties deducted by Customer will passed on to selected bidder on actual basis.
RCIL shall be awarding the contract only after receiving confirm order from the Customer.

15 . Bidders are requested to quote their best prices considering the fact that price negotiation, if required with the vendor will be passed on to the selected bidder

16. The bidders are required to submit copy of the EOI document duly digitally signed by Authorized Signatories as a token of acceptance of terms & conditions of contract.

c. **Stage-III :** Those BA/SIs whose PBG is in place and those are complying with Stage-II, will be further evaluated on Technical & Financial Parameter as per the Technical & Price Bid- Annexure-1. The BA/SIs meeting the Technical compliance of RailTel's customer 100% & quoting the lowest price (excluding GST) shall be adjudged **'Successful BA/SI '.** No upward price revision is allowed at a later stage excluding GST.

5. **Duration of Engagement :**

(a) Project duration includes an implementation period of 10 months (6 months delivery + 4 months commissioning and migration), warranty of 2 years and AMC of 5 years. Successful BA/SI has to sign the agreement within 15 days after issuing the LOA.

(b) The contract will be governed on back to back basis as per the contract between RailTel and CoR however RailTel reserves the right to negotiate the prices for the bidding without any obligation to the bidder.

6. **RCIL's Right to Accept/Reject Bids :**

RCIL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected BA/SI or BA/SIs or without any obligation to inform the affected BA/SI or BA/SIs about the grounds of rejection by RailTel.

7. **Bidding Document**

(a) The BA/SI is expected to examine all instructions, forms, terms and conditions and specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect, will be at the BA/SI's risk and may result in rejection of its bid without any further reference to the BA/SI.

(b) All pages of the EoI documents shall be signed in ink by the BA/SI including the closing page in token of his having studied the EOI document. Signed copy of the EOI document is also to be submitted along with the offer.

(c) Bidder shall submit complete solution including OEM stack, Implementation plan, Approach & Methodology, Project Presentation, Work Plan, and technical compliance undertaking.

8. **Bid Validity**

Bids shall remain valid for a period of 90 days from the date of opening of the bids. RCIL shall at its own discretion reject a bid validity of shorter period. The same shall be further extended, if need be based on request from the purchaser.

9. **Bid Currency**

The prices in the bid document shall be expressed in Indian Rupees only and price figures quoted wherever will be considered as expressed in Indian Rupees only.

10. **Performance Bank Guarantee (PBG) :**

10.1 On receipt of the Letter of Acceptance from the RailTel, the successful BA/SI should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in EOI document amounting to 3% of the contract value. It is mandatory that all the Bank Guarantees submitted under this EOI must be routed through Structured Financial Messaging System (SFMS) from issuing Bank to RailTel Bank by sending IFN 760 COV Bank Guarantee Advice Message. Thereafter only physical Bank Guarantee will be acted upon. Format of PBG is as per annexure-4.

10.2 The Performance Guarantee should be furnished by the successful BA/SI after a letter of acceptance has been issued. Performance Guarantee should also be submitted within 5 days from the date of issuing of LOA. The Performance Bank Guarantee should be valid for 5 year and three months.

10.3 Performance Guarantee shall be released after satisfactory completion of the work contract.

10.4 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed.

11. **Modification and/or Withdrawal of Bids :**

Bids once submitted will be treated, as final and no modification will be permitted. No correspondence in this regard will be entertained.

No BA/SI shall be allowed to withdraw the bid after the deadline for submission of bids.

If successful BA/SI withdraw or back out from the bid commitments, the BG submitted in reference to empanelment, shall be forfeited and all interests/claims of such BA/SI shall be deemed as foreclosed/rejected. Such BAs withdrawal may be considered for further action as may be deemed fit by RailTel.

12. **Variation in Quantity Clause :**

Variation in quantity will be governed as per the contract between RailTel and CoR.

13. **Negotiation :**

RCIL reserves the right to negotiate with the successful BA/SI in order to make the bid competitive.

14. Payment Terms :

As per commercial clauses No. 5 (a) of Appendix "G'

15. Agreement & Restrictions on 'Transfer of Agreement' :

(1) A pre-bid agreement shall need to be signed for successful completion of the contract at the quoted/ agreed rate as per RailTel terms & conditions.
(2) The successful BA/SI shall not assign or transfer its right in any manner whatsoever under the agreement to a third party or enter into any agreement for subcontracting and/or partnership relating to any subject matter of the agreement to any third party either in whole or in any part i.e. no subcontracting/partnership/third party interest shall be created with reference work/project assigned through this EoI.

16. Delivery Timeline:

As per Annexure VI to Appendix 'G'

17. Liquidated Damage (LD):

RCIL reserve the right to impose the LD in case of delay in supply attributable to RCIL at the rate of 1.5% per week or part thereof for delayed stores which the successful BA/SI has failed to deliver within the period agreed for delivery in the contract subject to maximum of 15% of the total PO value. In certain categories of procurement, LD can also be levied on the successful BA/SI of the store supplied partially within the scope of the order/contract that could not be put to use due to late delivery of the remaining stores.

18. Liability under Agreement/EoI:

Except as provided in the EoI document, neither party i.e. RCIL and successful BA/SI shall be liable to each other party or any other party by virtue of termination of the EoI for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other party in connection with their business made in reliance upon or by virtue of the EoI document.

19. Suspension, Revocation or Termination of agreement /EoI :

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

19.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of EoI, by a written notice of Three month issued to the Successful BA/SI at its registered office, terminate/or suspend the agreement under any of the following circumstances :

19.2.1 The successful BA/SI failing to perform any obligation(s) under the agreement.

19.2.2 The successful BA/SI failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel

19.2.3 The successful BA/SI going into liquidation or ordered to be wound up by competent authority.

19.2.4 If the successful BA/SI is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.

19.2.5 It shall be the responsibility of the successful BA/SI to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of successful BA/SI and Performance Bank Guarantee submitted along with empanelment letter shall be forfeited, without any further notice. Also, the PBG submitted for the EoI in context shall be forfeited, without any further notice.

19.2.6 Breach of non-fulfillment of Agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful BA/SI or not. The successful BA/SI shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the selected BA/SI in successful implementation and thereafter maintenance of work as per the conditions mentioned in the Scope of work and EoI, the PBG of successful BA/SI available with RailTel will be forfeited.

20. Dispute Settlement :

In case of any dispute concerning this order both the successful BA/SI and RailTel shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

21. Force-Majeure under Agreement/EoI :

If at any time, during the continuance of this agreement, the performance in whole or in any part, by either party i.e RCIL and successful BA/SI, of any obligation under this is prevented or delayed, by reason of war, or 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 successful BA/SI, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of RailTel as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the force-majeure events noted above will not in any way cause extension in the period of the agreement.

22. Labour Laws to be complied by the successful BA/SI:

The successful BA/SI shall obtain a valid licence under the Contract Labour (RA) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The BA/SI shall also comply with the provisions of the Inter-State Migrant Work-men(Regulation of Employment and Conditions of Service) Act 1979.The successful BA/SI shall also comply with the provisions of the building and other Construc-tion Workers (Regulation of Employment Conditions of Service) Act, 1996 and the build-ing and other Construction Workers Welfare Cess Act, 1996.Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

23. EoI Submission Details :

You are requested to submit the complete 'Technical and Commercial Proposal' online using e-Procurement Portal https://railtel.enivida.com.

23.1. Two Packet Bid systems will be followed for this EOI with a Lowest Cost Based Selection Criterion. The bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.

23.2. The bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their bids. The bid is to be submitted online i.e. at RailTel's e-Tender portal (www.railtel.enivida.com). Physical / Offline submitted bid will not be entertained.

23.3. Bidders in their own interest are advised to submit the bid well before the last date and hence to avoid any inconvenience at the last moment.

23.4. The bidder may modify or withdraw its bid after submission, prior to the deadline date and time prescribed for the bid submission in this EOI. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission last date and the expirations of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the bidders EMD or cancellation of empanelment of BA/SI with RailTel.

23.5. An Organization / Bidder can submit only 'One Bid'. Submission of multiple bids by a bidder will lead to rejection of all of its bids.

23.6 Tenderer shall quote in SOR provided in eNivida portal only. In case the schedule of requirements quoted by the tenderer is incomplete with reference to the EOI document, the offer is liable to be rejected.

23.7 The rates quoted should be written both in words and figures. The unit of rates should be in the metric system and as per EOI specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.

23.8 BA/SI are requested to go through all the conditions of the EOI document and note that, by submitting the EOI documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

23.9 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 BA/SI in his/their entries must be signed (not initialed) by him/them.

In reference to **the above,** Bid Proposal should consist of:

a. Copy of PBG submitted to RailTel in reference to their empanelment letter and LOA copy. The PBG should be valid on the date of opening of bids for the EoI in context.
b. PBG as a EMD
c. Price Bid in the format as per Annexure-1
d. Documents as per clause 4 b.

24. Compliance to the EoI Document : BA/SIs should ensure compliance to all clauses of this EoI. Any deviation will lead to rejection of the EoI of BA/SI.

25. Contact Details

In case of any query/issue you may contact the following officers.

S. No.	Officer Name	Designation	Mobile No.	E-mail ID
1	Sh. Rajnish Verma	Sr.Mgr. Marketing	97176 44213	Rajnish.verma@railtelindia.com
2	Sh. Hemant Yadav	DGM/ Marketing	97176 44137	hemantyadav@railtelindia.com
	Sh. Rahul Joshi	JGM/ NTP	97176 44200	rahul@railtelindia.com
2	Sh. Vivek J. Porwal	GM-MKTG	8285665666	vivek.porwal@railtelindia.com

It is advised that queries may be raised through e-mail communication for unambiguous revert cum clarification.

(Rajnish Verma)
Sr.Mgr./ Mktg/NR

Annexure-1

Price BID

As per Excel Sheet

Appendix 'A'

SCOPE OF WORK

1. Customer of RailTel (COR) has its own captive network in which these IT infrastructure would become a part of Upgradation of IT Systems is planned to enhance the security of applications and to replace obsolete IT infrastructure, connected endpoint and hosted data/applications with contemporary technology which will drive the security requirement of BUYER core IT Infrastructure and deployed endpoints for another 7- 10 years.

Delivery:

2. The project including delivery, installation and commissioning of Upgradation of IT Systems, pan India at geographically distributed sites (05 COR sites) and five Data centres. Delivery and installation of all hardware as per the specifications given in Annexure 1 to Appendix 'A' to all sites and implementation of software & services for all endpoint users and hosted application/ data would be part of the scope of work for this project.

3. All hardware and software i.r.o. the project needs to be delivered to all consignee address locations spread across India within Five months from the date of signing of the Supply Order. The details of locations will only be shared after signing of the NDA certificate by the SELLER and to the L1 bidder only.

Hardware:

4. Any storage disk/media in any of the solutions will be retained by BUYER in case of un-serviceability of hardware or RMA or change of any device. In any case, no storage disk/media will be handed over back to OEM/Bidder after it is delivered to BUYER once.

5. There must be unconditional warranty support for any disk/drives/item for Two years after warranty starts duly after completion of Acceptance Test.

6. All hardware/servers supplied as part of solution must be 19" rack mountable and must adhere *to* space conserving design. All required hardware sizing including OEM recommended compute and storage for optimal performance of solution is to be provided by Bidder.

7. In case any RFC or IEEE or standard mentioned in the document is superseded or declared obsolete, solution/equipment must support equivalent or better standards

applicable at the time of tendering or project execution.

Software Management

8. The contract includes software of two types One is the software that comes aS part of solution and the second is the software that is part of deliverables which is required to be provided to the COR, to implement it in a manner in which it is desired, Both these types of software would be managed differently by the SELLER.

9. For all softwares, the SELLER will provide any firmware/software upgradation free of cost for all devices/applications/services provided under this contract, whenever a new version is released for the devices/service/solution during support & service period. All essential patch/signature/ software will be provided by the SELLER for complete project life cycle including AMC i.e. support & service period. SELLER will also provide a user account for the OEM customer portal to have access to download the latest firmware/signature update, to check the inventory status and access to knowledge/technology repository of the OEM. This account should also have the support to raise Technical Assistance cases with OEM by BUYER team. The details of the account will be shared to the successful bidder during the finalisation of the ATP.

10. SELLER will be responsible for version management of each type of software on IT asset management application during the project implementation stage. Thereafter SELUP will gracefully integrate the version management software to the BUYER’s IT Enterprise Management software.

11. User accounts will be created for BUYER i.e.COR, at the central services portal of the OEMs. All support services from OEM will be directly transferred to BUYER and will be linked and visible to BUYER user accounts to ensure transparent online visibility i.r.o.all hardware inventory, software licensing,products support type of service support and duration of support. SELLER will ensure all support & licenses from OEM are directly contracted in the name of COR and all supports, services, premium Support services from OEM are directly provided to BUYER. Licensing and support services will not (R) not be in the name of vendor or sub- vendor and will be directly delivered to BUYER. Acceptance Test certificate will be issued to the vendor after the account has been created for BUYER and all hardware inventory, software licensing, products support, type of service support and duration of support is captured as a part of this.

12. The project scope also envisages certain softwares which would be part of deliverables only. These software licenses should be directly handed over to the BUYER at the time of delivery of stores. These licenses would be deployed at the discretion of the BUYER. Some of these licenses may also be used as part of the project and in all cases the OEM through the SELLER would provide all support as envisaged as part of the product. Certain DB and OS softwares licenses come with on premise support in terms of man days at the BUYERs premises and these are to be included and provided directly to the BUYER. The discretion of this on premise use of man days support from OEM would be purely in consultation with the BUYER.

14. All licenses provided as part of contract should be available for offline activation and should not require an active Internet for activation.

Pre Installation Work

15. Installation, commissioning and migration process will start after the delivery date. The OEM team in consultation with the SELLER and the BUYER will prepare the architecture and implementation plan for all software, services, solutions and infrastructures as in tendered documents. In order to achieve this, the SELLER will be responsible to arrange Technical Support Cell (TSC) onsite at BUYER's premises. The

SELLER may include the OEM professional team as part of the TSC till completion of the project. The SELLER will commence installation of the infrastructures, software, services, and configuration as soon as the delivery is completed.

16. SELLER in consultation with BUYER and OEM will prepare a migration plan and implementation plan. Thereafter, OEM and SELLER shall create an effective systems & solutions implementation & migration plan for hardware/software as part of RFP, containing both concurrent and sequential plans, including proposed sample configurations, a strategy for migration to the new infrastructure & services and a comprehensive acceptance test plan. SELLER must understand that the BUYER may have to obtain approval of higher management functions during migration and implementation phase in which zero down at redundant infrastruclure location and minimum acceptable disruptions in services only at non redundant infrastructure location. The SELLER and OEM must cater to time delays due to this. The plans should help in following.

(a) Ensuring that implementation plan is as thorough as it needs to be.
(b) Meeting aggressive deployment schedules.
(c) Minimizing disruption to the existing network & services.
(d) Reducing the need for expensive, time-consuming rework at a later dates.
(e) Activities & Deliverables.
(I) Creation of proposed sample configurations.
(g) Team with OEM engineers to develop the Ready-For-Migrate plan
(h) Team with OEM engineers to develop the Ops application infrastructure solution/services staging plan, which typically includes:
  (i) Physical and logical configuration
  (ii) Migration Methodology.
  (iii) Acceptance criteria.
  (iv) Site-specific installation tasks and checklists
  (v) Documentation of configuration and migration activities.
  (vi) Site-specific configuration information.
  (vii) Guidelines for the implementation.
  (viii) Installation and site commissioning tests

17. The pre-installation work as mentioned in Paras 15 & 16 above will be undertaken within BUYER's premises only. It will be the responsibility of the SELLER that no data specific to BUYERs location details vis-à-vis equipment distribution will be taken out of BUYER's premises as well as out of BUYERs communication network and transferred on the internet. BUYER will provide office space for SELLER and OEM representatives in its premises at central location in Delhi after signing of contract.

Installation and Commissioning

18. The SELLER is to ensure installation and commissioning of the procured hardware & software under the scope of contract. The software would be installed on the hardware to meet the intended functions requirements as outlined in the SoR and in compliance with Technical specifications.

19. It is mandatory for the SELLER to adhere to the technical specifications while executing the scope of work. In the events of ambiguity in Scope of Work and SoR, Technical Specifications at Annexure-I to Appendix A will always take precedence. Any variation in the specifications would be discussed with the BUYER and accordingly resolved as per the requirement provided by the BUYER.

20. Adequacy Any additional items, hardware, software, licenses and accessories part of equipment etc. not specifically asked by the BUYER but essential to achieve 100% functionality as given in this tender, shall be supplied by the OEM and SELLER at no additional cost. The SELLER shall hence ensure that all items required to meet

complete operational and functional requirements of the all services/ solutions of the project are included as part of the technical and commercial bid. In case, the same is discovered during implementation, the SELLER shall provide the same to the BUYER at no additional cost.

Prerequisites & Documentation

21. Equipment Identification. All the hardware supplied will have a census number that would be generated as per the guidelines issued by CoR. The generated census number is barcoded and the SELLER would assist the BUYER in data entry of these assets and affix the barcode in respective assets at the field. For this purpose, the Barcode printing stickers is to be provided by the SELLER.

22. Documentation. At the end of the installation and commissioning stage, following list of documents must have been delivered by the SELLER:-

(a) Two copies of all ATP, design architecture and Implementation Plan for each category of the solution delivered, to the Project Management Team.

(b) Documentation of firmware/software/ Version recommended for each device

(c) Suggested best operations and safety practices.

(d) Details of the versions of all the software licenses along with their validity and procedure for offline activation.

23. The complete set of documentations including above listed one and technical documents of all the active and passive equipment shall be made available in softcopies and the same shall be hosted from central web based online access. Necessary systems for the same shall be provisioned by the SELLER.

Seller's Obligation

24. SELLER will arrange Technical support Cell onsite at BUYER location during implementation, commissioning, migration period.

25. The SELLER will be. responsible for delivery of hardware/software to consignee address and help in preparation of architecture, Installation, integration, migration, commissioning and support for the Upgradation of Op Application systems. Vendor will also be responsible for installation of all IT infrastructure with associated systems, End points security solution, proactive monitoring of network traffic using network performance & monitoring solution, Privilege Access Management (PAM), licensed/supported software for DB/operating system used in environment and ensuring secure data transfer in/out from the network.

26. The Seller will be responsible for engaging Technical Support Cell for preparation implementation plan for all services, solutions and infrastructures in

consultation with the Buyers Project Management Team. The architecture will cover configuration details, DC-DR plan, security policies planned to be deployed, seamless integration of software, services, solutions and infrastructures and other required information. SELLER will commence installation, configuration and commissioning of the all software, services, solutions and infrastructures immediately on completion of deliveries.

27. The project will be implemented in multiple phases for easy migration coupled with minimal risk and minimum downtime for existing services. The details for each phase will be worked out by the TSC in coordination with the Project Management Team, All hardware and software will be first shipped directly to their respective installation locations of Buyer as per consignee list (To be shared post signing of Non Disclosure Agreement (NDA) and Contract). For this shipment, SELLER will take care of insurance, freight and other associated charges. At the installation locations, these items will be inspected jointly by BUYER team and the SELLER. After inspection, software specific to each device as recommended by the OEM team will be undertaken by the SELLER initial configuration will be undertaken by OEM professional team nnly.

28. Integration of Critical Application and Services. SELLER will be responsible for implementation of ops applications without any disruption to any critical services. Minimal disruption as specified by the BUYER will be accepted due to any unforeseen technical challenges. Any activity which may cause disruption to critical applications, must be intimated to Project Management team of BUYER in advance and all these activity will be undertaken after exclusive permission from BUYER during lean period i.e. when impact of services must be minimal to end users. SELLER responsibility includes ensuring interoperability and integration of these IT Infrastructure with existing hardware and software. i.e. BUYER's hardware and software already hosted alongside the tendered equipment inside the Data center for economic use and exploitation.

29. SELLER will help in preparation of architecture, installation, integration, commissioning and support for the IT infrastructure solution/services. The details of individual solutions are as follows:-

(a) SELLER will be responsible for supply, delivery, installation and commissioning of deliverables at earmarked sites along with associated systems and all required supporting software. The SELLER responsibility would also include implementation of these solutions and other services as brought out in the scope of work finalized as per customer requirement worked out between the TSC and Project Management Team. In case any solution is deployed in High Availability Mode spread across two geographically separated Datacenter then both sites will be considered as one e.g. Central Management solution, for OEM professional service teams responsibility.

(b) The seller will commence installation of these solutions at BUYER premises. No (R) no design document will be shared between OEM, SELLER and BUYER over the internet however products datasheet and other documents can be shared over e-mail or internet which are available in public domain over internet.

(c) Media and Environment. SELLER will carry out necessary structured optical and copper wiring as per the standards to extend trunks from the DDF/ FDF to these devices. The environmental infrastructure required for installation of these devices would be provisioned by the BUYER.

(d) The SELLER will assist BUYER for operation & management for these solulicrls during the first year of warranty period. During this period, OEM professional services team will be made available by the SELLER to assist the BUYER personnel in understanding and managing the System. OEM professional services team will also oversee implementation of best management practices and processes. During this period smooth transfer of the control from the OEM to BUYER will be carried out.

<u>Buyer's Obligation</u>

30. **Power Supply.** BUYER will make provision of necessary power supply inside equipment rooms and SELLER will carry out structured distribution wiring from these power termination points to extend power supply Upto clevices tenclered equipment.

31. **Earthing.** BUYER will be responsible for extending Earthing point connectivity using suitable copper strips/media inside Equipment rooms. SELLER responsibility would include connecting Earthing pit from earthing terminal point inside Equipment room to tendered equipment.

32. **Testing**. For the acceptance testing of the solutions as per Acceptance Test Procedure, the TSC in consultation with Project Management Team would prepare a set of test cases for each deliverable. The test cases should describe the setup, scenario and list of deliverable evaluated, expected results etc. Actual results would be filled up by the PMT rep while conducting the acceptance tests. All the model required to carry out the acceptance tests would be taken care by the TSC during this period.

TRAINING REQUIREMENT

1. **Training Scope.** The SELLER shall provide training to BUYERs personnel on installation, operation, testing, maintenance of systems and software pertaining to the scope of the project. The quality and content of the training shall be so designed that the BUYERs personnel will be sufficiently exposed to all the aspects of planning, engineering, installation, testing and operations of the hardware and software supplied. The training shall also cover necessary hardware and software architecture details. The training modules and their duration shall be finalized by the selected SELLER in consultation with BUYER. Detailed training material shall also be supplied by the selected SELLER to enable BUYER to train more number of personnel independently. All the expenses related to travel, boarding and lodging, etc. of BUYER personnel will be borne by the BUYER.

2. **Training for Buyer Personnel.** The Training will be conducted at two fields. Training on Hardware and inbuilt software and pure software solutions. Training on Hardware and inbuilt software training will be for the BUYER personnel possessing knowledge & experience on hardware administration. These persons at the end of the training should be able to independently configure and allot resources for various application requirement. The pure software training would be imparted to the team of personnel who are presently working on deployment solutions. However, the team need to be extensively trained on various software aspects like Network management, Firewall deployment, Application controller and testing tools. These personnel should be able to control, plan, architect or reconfigure the network, security service/solution for specific requirements. All the training will be conducted at Dtc of IT, New Delhi for the personnel employed on these tasks.

3.**Training on Hardware and inbuilt software.** Training on Hardware and inbuilt software training will be conducted for personnel detailed by buyer during the installation process. The training will be conducted by OEM and OEM certified trainers. This training will be conducted in two batches for the hardwares that is deployed in the data centers and nodal locations. The training will be structured into two parts with class room theory classes explaining the concepts and trends in the solution and hands on practical training on the equipment that is being deployed. For the class room training, SELLER would provision necessary technical literature and quality training material in hard and soft form. These materials will be used by the BUYER to conduct future trainings. The two batches of training would commence after completion of hardware installation in first and third Data center. Accordingly, the SELLER would provide adequate notice so that the training can be planned. Theoretical training would cover the following aspects.

(a) Part 1 (Technology). This part of training would impart knowledge on hardware, software, architecture, associated technology, best practices etc. for services/solutions supplied in separate sessions for systems/solutions.

The training would be covering every aspect of the technology. During the training, the instructor would explain its relevance to the subject technology and how it is being implemented.

(b) **Part 2 (Functional Aspects)** This part of training should cover the principle of configuration and maintenance including troubleshooting aspects of all available equipment and solutions using the available hardware/software/tools. This would also cover the troubleshooting & analysis of application software. Trainees should be able to recognize the faults and analyze them by using requisitioned logs/test equipment and should be able to maintain the services/solutions in an operational condition. This part of the training would be conducted on the first deployed system so that the trainees are familiar from the installation stand point.

(c) The second batch of training would commence after the installation of third system. In case the systems are taken up parallely then this training would be scheduled before commencement of last system installation. This would benefit the first batch of trainees to overcome any issues which they experienced in the installation of systems post their training.

(d) The total training for each system/solution will be as per the content of the training required for through understanding of technology, migration plan ancl ioacli»ap for implementation. Training will be organized for 10 personnel in each batch. The duration of each part as envisaged above will be arrived at after discussion with the selected SELLER within three week of signing of Contract. The SELLER in association with the OEM will prepare a pre-course material in the form of a CD within five weeks of signing of the contract. These shall be forwarded to prospective candidates before commencement of training so as to provide a background on the system. If BUYER feel that trainer does not possess adequate knowledge or not able to explain course contents correctly, training will be terminated with immediate effect and OEM has to re- arrange trainer for the complete system/solution training.

4. **Training on software solutions.** The training on the software solutions would be in the same manner as the hardware training. The training for the pure software solutions would also be conducted in two batches. The first system training would commence immediately after the completion of the first batch of first training. This would enable the trainees can attend both the training. Accordingly, the scheduling needs to be worked out by the SELLER. Similarly the second batch of training can

be appended to the second batch of personnel with hardware training.

5. Method of Training in a totally integrated training course, formal or theoretical training must be reinforced with practical training. To accomplish this goal, the proposed training course includes formal classroom training followed by training on the actual software delivered, referred to as "hands-on" training. The training should include formal classroom training as well as the practical training. As a rough guideline, 30% of the training should be theoretical while 70% of the time should be given to practical aspects of the training.

6. **Post Induction Training.** SELLER will be responsible for arranging one post induction training of similar duration of the original training Doth in Hardware and software before a period of one year from the date of acceptance of the system. This training would be conducted by the SELLER before the commencement of second year Warranty.

7. **Contents of Training Material.** The SELLER in association with the OEMs' Advanced Services Team shall include the following documents in the training material: -

(a) System Specifications
(b) System level block diagram of all equipment
(c) Technical description of each equipment
(d) Operation of various systems and subsystems
(e) User level Maintenance schedule and drill
(f) Precautions
(g) Troubleshooting procedures

8. **Training Material.**
(a) The SELLER shall provide sufficient training material and explanatory notes to the trainees during the training period, one set for each trainee.
(b) The training material provided to the trainees shall cover all the aspects of the system description and deployment strategy for the respective supplied systems. Il should also include installation practices & procedures, testing, preventive maintenance and fault finding/rectification.

(c) The training material provided to the trainees shall be in English.

(d) Sufficient diagrams and explanatory material shall be prepared by the SELLER and distributed to the trainees during the training sessions
(e) The SELLER shall provide 2xsets of hard copy of the training material per training batch. Soft copy of the same shall be distributed using DVD ROM in number of copies as specified by the BUYER.

9. **Certification** The vendor will ensure proper certification of all the trainees who have been given training.

TERMS AND CONDITIONS OF AMC

1. **Annual Maintenance Contract (AMC).** On completion of successful warranty period of 02 (Two) years, it shall be optional for the BUYER to enter in AMC contract with vendor for a period of 05 (Five) years. In case the BUYER wishes to engage in an AMC with vendor of the project, the vendor is bound to provide the AMC at the quoted rate which will be submitted as part the contract. AMC will be comprehensive and payment shall be made after every quarter on period ending basis. All deliverables of the project shall be under comprehensive AMC for a period of OF (five) years after the expiry of Warranty period. Detailed terms and conditions for AMC listed in following paragraphs.

2. The AMC cost would be as quoted in the bid document during the initial contract. The SELLER shall quote a fixed annual rate/ yearly rate for Comprehensive Annual Maintenance Contract for 05 (Five) years which shall become effective at the end of the warranty period of 02 (Two) years.

3. The bidder shall have to submit a Bank guarantee/ Indemnity Bond (in case of DPSUs) against annual AMC cost, valid for a period of 05 (Five) years and 02 (lwo) months before the date of expiry of the ongoing Bank guarantee / Indemnity Bond (in case of DPSUs) is to be submitted against the Contract / Supply Order. BUYER reserves the right to forfeit the Bank guarantee / Indemnity Bond (in case of DPSUs) already submitted against warranty if the Bank guarantee/ Indemnity Bond (in case of DPSUs) against AMC is not submitted in time. Amount of Bank guarantee/ Indemnity Bond (in case of DPSUs) submitted by bidder shall be the 3 % of the cost of the AMC.

4. The AMC being an extension of the warranty would be signed before expiry of the AMC. For this purpose, the SELLER is to initiate a case for signing of AMC at least six months before the expiry of warranty.

5. All the terms and conditions of the warranty would be applicable for the AIVIC and additionally the following conditions would also be in vogue.

(a) The AMC would also adequately cover all the subscription based licenses, so that the BUYER would get unhindered services for the products purchased.

(b) Technical support Cell provided under warranty would continue to be extended during the AMC period under the same terms and conditions.

(c) In addition, the SELLER would be responsible for providing the Nodal Support Center. Since AMC is to be provided across the country, the SELLER shall establish nodal support centers (NSC). The number of NSC can be planned keeping in the spirit of the rectification timelines that are to be met. The task of Nodal support center would be as follows.

(i) Collection and replacement of spares that are declared unserviceable. The nodal support centers shall receive the faulty cards/units/PCBs (hardware) from BUYER sites and repair/replace them with new during the period of AMC.

(ii) They will organize receipt of faulty modules/cards from BUYER sites and repair/replace them with good cards during the AMC.

(iii) The SELLER shall ensure that a minimum stock of spares, are maintained as spare stock at NSC, to reduce downtime.

(iv) The faulty module will be collected by SELLER and sent to and from designated nodal support center within shortest possible time.

(d) The contractor shall be responsible for re-installation of the OS/ other software licenses in case of repair / replacement of the Server Hard disk, motherboard and or relevant components. All efforts are to be made to harvest the license key and OS before replacement of HDD. However, in case this is not possible then new licenses are to be provided free of cost by the SELLER.

(e) In the event of any obsolescence during the AMC period, in respect of any component or sub-system (hardware or software), it shall be the responsibility of the SELLER to provide suitable/ acceptable replacement at no additional cost.

(f) Any improvement/ modification/ up-gradation of the system being undertaken by the SELLER or their sub-suppliers on the stores/ equipment being purchased under the Contract will be communicated to the BUYER by the SELLER and these will be carried out by the SELLER at SELLER's cost.

(g) The Bidder shall have back end agreements with each of the equipment/ solution providers individually, so that the respective product support for operation, maintenance and upgrades is available to BUYER for 10 years from date of signing of contract.

6. **Repair and Maintenance** The first line maintenance shall be done by authorized staff of BUYER by replacement of the faulty/affected module with a readily available new module, stocked at the site by the SELLER at his (SELLER's) cost or out of the spare capacity of BUYER, if available, in that node if no spares at site have been made available by the SELLER. Decision whether the module/cards at any node can be made spare or not shall rest with BUYER. It shall not absolve the SELLER from his responsibilities under this agreement for restoration of fault etc. All such changing/replacement of faulty/affected modules shall be done by BUYER staff as per the telephonic (or otherwise) instructions of the technical support centre through CoR.

7. The SELLER shall arrange and ensure repair or replacement of the faulty equipment of the concerned BUYER site, within business days mentioned in warranty clause placed at Appendix C' of warranty clause from the date of assignment of fault to the SELLER on fault booking system. The faulty module will be dispatched to the nearest NSC by the SELLER so as to rectify the fault. The responsibility of repairing and sending back the same to the respective BUYER site will be with the SELLER.

8. The penalty terms of AMC would be as given below.

(a) If the SELLER fails to restore the fault within the time limit specified as above, following penalties shall be applicable:-

Security Level	Penalty per day for delay
1A	Rs. 20000/-
1B	Rs. 10000/-
1C	Rs. 5000/-
1D	Rs. 1000/-

(b) The penalty will be capped at 20% of the original cost of the Individual equipment. Wherever, if the fault is due to multiple line items, the penalty would be calculated on the sum total of the faulty line items including software line items, For the purpose of arriving at the penalties as indicated the calculated percentage upto two decimal points shall be rounded off to nearest figure (e.p. 4.49% will be taken as 4% and 4.50 shall be taken as 5%).

(c) If the SELLER is unable to rectify the faults mentioned at severity level 1(a) and 1(b) beyond 30 days of delay, the penalty shall be doubled or the BUYER would be at liberty to terminate the contract after deducting the penalty without any cap on the penalty.

(d) The penalty for AMC period shall be deducted from the half yearly payments. The maximum value of penalty shall not exceed 20% of AMC amount in that half year and 10 % of AMC amount in full year except for conditions mentioned at para 9(c) above.

(e) In case in the period of warranty, if software/solution licenses, support and services breach is noticed and are found not covered and extended to BUYER from OEM, the SELLER shall ensure software/solution licenses, support and services are made available to BUYER with 10 (tens) days from date of notification. Warranty needs to be extended free of cost in respect of whole equipment by a period equivalent to the software/solution licenses, support and services breach period by the SELLER. Incase software/solution licenses, support and services breach is more than 45 (forty five) days then SELLER to extend the warranty period 1,5 time the breach period. The validity of the Bank guarantee/ Indemnity Bond (in case of DPSUs) shall have to be extended by the bidder to cover the extended period of Warranty. This will be over and above the penalty clause defined in sub para (b) and (c) of penalty above.

(g Penalty for the AMC period shall be calculated in number of day proportional to Service Level Agreement (SLA) breach amount. AMC amount quoted for the first year of AMC shall be taken as reference for calculation of SLA amount.

9. Security Clearance. The following information may be provided to the respective unit to obtain the necessary security clearance within one week of the signing of contract.

(a) Name / details of the engineer along with authorization letter, under whose supervision service provider will work.

(b) Police verification of the individual.

(c) ID proof of the individual.

TECHNICAL COMPLIANCE MATRIX

Specification of Item Offered	**Make/ Model of Product Offered**	**Compliance to all specification mentioned in SOR- State whether Yes/ No**	**In case of non compliance, deviation from RFP to be specified in unambiguous terms**
HCI Node- Type A			
HCI Node - Type B			
Al Engine Processor			
Block Storage_500 TB Raw			
Backup Solution Set			
SAN Switches			
Top of the Rack (TOR)Port			
Smart Rack			
Application Delivery Controller and Web Application Firewall			
Desktop PC			
Additional Monitor for Desktop PC			
Tower Server			
Additional Monitor for Tower Server			
UPS 2 KVA			
UPS 1 KVA			
Cabling (As Reqd) and Fiber Distribution Frame			
Application Performance Monitoring			

Application and Network Monitoring			
Application Load Testing Tool			
Vulnerability Assessment Tool			
Endpoint Protection/ HIPS and AV SOLUTION			
Privilege access management			
Log management and archival solution			
Network packet broker			
Luciad software fusion server version			
Luciad software light speed desktop version			
Oracle database management solution (License)			
Redhat enterprises linux operating system			
Windows server 2019 datacenter edition			
Installation and commissioning			
Training			
Annual Maintenance Contract			

Compliance Table

Sl No.	Requirement as per RFP	Compliance/ Partial Compliance
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
13		
14		

Appendix ‘C'

WARRANTY CLAUSES

1. The hardware and the software provided would be under warranty for a period of two years followed by AMC with the SELLER. Since the project envisages multi OEM product, the SELLER would ensure that the warranty of all the assets procured under this contract are properly covered including the software. The AMC would also adequately cover all the subscription based licenses, so that the BUYER would get unhindered services for the products purchased.

2. During the period of Warranty the SELLER / OEM shall assist BUYER to:

(a) Diagnose the hardware and software faults.
(b) Rectify the hardware and software faults detected.
(c) Repair and replace the faulty hardware or part thereof.
(d) Carry out the periodic preventive maintenance.
(e) Create customized reports as required and specified by BUYER from time to time.
(f) Provide full and time bound assistance in integrating the hardware, software, systems, solutions and associated systems with any other systems as required by BUYER.
(g) Provide APl’s of systems supplied by it against the Supply Order for sharing with other solutions or similar systems for the purpose of integration. The SELLER shall prepare the schedule of preventive maintenance annually and shall submit the same to BUYER in advance. The preventive maintenance shall not affect the normal functioning of the system.
(h) The SELLER shall provide to BUYER all kinds of software upgrades and security patches free of cost as a part of the contract as well the maintenance of these upgrades. All support and services must be covered under warranty and comprehensive annual maintenance contract whenever in vogue.

(j) The SELLER shall be solely responsible for the maintenance, repair and up-gradation of the software, equipment and parts thereof and BUYER shall not be liable to interact with any of the partners/ collaborators or subcontractors of the SELLER.

3. The Seller warrants that the Hardware and the software supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications for a period of 24 months from date of installation and commissioning and successful completion of Acceptance Test (AT). The SELLER also confirms that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

4. **Technical Support.** The SELLER would provide technical support from OEfVi of various products that are part of the deliverables. For this purpose, SELLER must provide direct online access to OEM technical support. OEM will

create an account for BUYER team on their portal. OEM will be responsible for listing of all products, support services and resources provisioned as part of the project for BUYER team under this account. SELLER must also setup one Technical support Cell at CoR during project execution phase and thereafter. This setup can be continued or setup at the alternate premise by the SELLER. BUYER must have direct access to the OEMs through TSC for assistance in troubleshooting faults. The SELLER shall provide technical support over phone, e-mail or web for early resolution of the faults. The SELLER shall ensure that all the TSCs are manned by fully competent and responsible Engineers. No internet access to any device/network will be permitted for any technical support or troubleshooting. Additionally the TSC should ensure the following:-

(a) They are capable of giving all types of necessary technical guidance/ assistance over the phone to the representative of BUYERs, for fast restoration of faults

(b) They are capable of attending the faults at the BUYER sites whenever needed by deputing competent technical experts.

(c) They are manned and are able to provide service to BUYER round the clock, all the seven days of the week throughout the year. The level of service provided to BUYER shall not go down during night time or due to any day being holiday, or for any other reason.

(d) They shall regularly maintain a proper record of maintenance and repair activities carried out. These shall be made available to the technical experts nominated by the SELLER for analysis and such technical expert in turn shall give adequate and proper guidelines/technical advice to the BUYER for taking necessary preventive measure for reducing the frequency of such faults and also for preventing suCh faults from reoccurring. This shall, however, not absolve the SELLER from fulfilling his obligations under this agreement.

5. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall undertake the fault rectification as per the procedure outlined.

6. Fault Rectification Procedure. The following procedure shall be followed for Technical support:-

(a) In case of any fault, abnormality in the system, partial or total failure of the system, the representative of the BUYER will book the fault on an online fault booking system (not (R) not available or accessible through the internet). The Technical Support Center of the SELLER will work out methodology to receive these faults for further action.

(b) The details of the faults will be available to vendor in prescribed format available on an online portal. The time of assignment of fault to SELLER as recorded in the fault docket shall only be taken into consideration for calculating the duration of fault.

(c) Similarly, after rectification of each fault, a detailed action-taken report mentioning activity taken to restore services to be updated on fault booking portal.

(d) In case of any dispute arising regarding duration of fault etc, the Fault Docket as maintained in fault booking system (time of assignment of fault to SELLER) with the BUYER shall be the guiding documents to be agreed by both parties.

(e) The action-taken report must be updated on fault booking system with utmost care, gi\ling all the details of the faults and other information as prescribed in the Fault Docket and the entries made by of the representative of the BUYER and SELLER.

(f) In case Technical instructions are given to the BUYER staff by TSC/OEM, over phone that prior approval of Buyer's team is mandatory. If the fault is restored by following the instructions given over phone, then the representative of the BUYER will close the Fault Docket after making suitable entries and after satisfying himself of the proper restoration of the fault.

(g) The TSC shall also ensure visits of the expert and competent technical staff of the SELLER in case the fault is not rectified to the satisfaction of BUYER even after following the telephonic instructions and advice.

(h) Once the fault has been rectified and the system & services are restored to normalcy, the visiting engineer of the TSC/OEM shall record in the online fault booking system, the details of the work done by him for restoration of the faults and also the details of steps to be taken and procedures to be followed for not only restoration of similar faults by BUYER staff but also for preventing the recurrence of similar faults in future.

(g) Similar procedure would be followed by the NSC who will undertake repair of the hardware assets in DC/ outside DCs. The online complaint for the same would be raised on ITEM applications in the intranet environment. The access to the same would be provided to the TSC functioning within COR premises.

7. **Maintenance of History Sheet and Loq Books**. The SELLER shall supply elaborate maintenance procedures for hardware supplied which would be captured in Asset application held with the BUYER. All faults and their rectification would be captured online Using this application. The TSC shall analyse the health record of assets at each site based on the history sheet periodically. If something alarming or unusual noticed, ihe TSC shall advise the field staff of BUYER to take necessary actions for preventive maintenance of such equipment. These instructions for preventive maintenance shall be passed on to BUYER in writing and by sending experts to the respective nodes when felt necessary. BUYER reserves the right to make changes in the perform a proposed by the SELLER.

8. Faults: Severity Levels and Restoration Time

(a) The faults arising in the system will be classified into different levels of severity. Based on the severity level the restoration time fixed by BUYER is as follows:-

Severity Level	Restoration Time
1A	24 Hours
1B	72 Hours
1C	10 Working days
1D	20 Working days

b) Any fault causing the complete downtime of applications / services or downgrading the performance oServices/Solutions hosted on Central Servers from Data centers and on the produclici envil onment or affecting the availability of any service shall be treated as Severity Level 1A. All catastrophic faults are to be treated as Severity Level 1A. Complete failure of a system/ solution at one Datacenter or affecting more than ten sites simultaneously is also to be treated as Severity Level 1A.

9. In case the SELLERs team is not able to address the issues within the time frame specified, the total warranty of all the assets supplied in the scope of this contract (site wise) would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook/online. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust and repair/replace the goods/equipment if any due to accidents by neglect or damage due to transportation of the goods during the warranty period

10. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 10% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 10 days of receipt of the notification from the Buyer. Warranty of the complete equipment (Site wise) would be extended for equal number of days for all the equipment in that site.

11. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the cumulative downtime is within 10% of the warranty period.

12. In case in the period of warranty, if software/solution licenses, support and services breach is noticed and are found not covered and extended to BUYER from OEM, the SELLER shall ensure software/solution licenses, support and services are made available to BUYER with 10 (tens) days from date of notification. Warranty needs to be extended free of cost in respect of whole equipment by a period equivalent to the software/solution licenses, support and services breach period by the SELLER. Incase software/solution licenses, support and services

breach is more than 45 (forty five) days then SELLER to extended the warranty 1.5 times the breach period. The validity of the Bank guarantee/ Indemnity Bond (in case of DPSUs) shall have to be extended by the bidder to cover the extended period of Warranty. This will be over and above the penalty clause defined in sub para (b) and (c) of penalty above.

13. Additional Points. The following point should be in force during warranty and further during AMC.

(a) All parts would be of standard make and no unbranded items are to be supplied as replacement.

(b) The unserviceable hard disks/memory parts of the server/Desktop storages would not be returned to the vendor whenever those parts are replaced as part of AMC.

(c) The SELLER shall be responsible for re-installation of the OS/ other software licenses in case of repair / replacement of the Server Hard disk, motherboard and or relevant components. The necessary software licenses are to be provided by the SELLER accordingly.

(d) The SELLER will be responsible to inform the CoR, if any virus / worm activities observed by him during course of Installation, repair and maintenance that is carried out on the equipment.

(e) All the software licenses are to be handed over to the CoR for central management through Technical Support Cell (TSC).

Appendix E

PROJECT MANAGEMENT ASPECTS

1. **Obiective.** To define process, logistics and flow chart with clear demarcation of activities and steps involved to design, delivery plan & implement the project. The process will optimize the time line required in serial and parallel activities to streamline each & every activity, so involved.

2. **Project Management Organization.** The prospective Bidders should have an organised structure to handle the project on pan India basis to ensure rollout of project as per defined timelines, The Bidder shall identify the project team, clearly identifying the key personnel, OEM that would be part of implementation including support, their roles and deploy personnel accordingly. The list of these personnel may be shared with the BUYER. The assignment and reassignment of the Bidder's principal participants in the project shall be subject to the Buyer's approvaL.

3. **Bidder’s Responsibilities & Obligations.** The Bidder’s obligations beyond those defined in scope of work in Appendix ‘A’ would include:-

(a) The Bidder shall be responsible for implementation of project complying to all functional and performance parameters as per specifications and submit a detailed execution plan covering delivery, architecture, work schedules, installation plan and project planned timelines to BUYER for review and approval within two months of the signing of contract.

(b) To work out site visits, and studies necessary to identify installation requirements including migration and testing of applications. The list of personnel visiting sites must be provided by the Seller at least 45 days prior to each visit.

(c) Project management and scheduling, including monthly project reports documenting various stages of progress with issues experienced in each stage and the agreed resolution attained thereof.

(d) Technical assistance and deployment support during the contract and warranty period.

(e) Delivery, installation, Migration and operationalise at site including providing all required accessories.

(f) Facilitate site acceptance testing of all equipment provided.

(g) Provide documentation as required for all technical and management aspects.

g) Training plan for the specified Buyer personnel.

4. **Buyer responsibilities and obligations.** BUYER will provide the following items and services as part of the procurement project:-

(a) Review and approval of the architecture and deployment and Installation plan.

(b) Review and approval of test procedures.

(c) Participation in and approval of SAT and Acceptance Tests.

(d) Review & approval of training plans.

(e) Providing support and access to facilities at the sites.

5. **General Requirements of Programs and Schedules.** Bidder shall include in his Bid proposal a Project Management Plan showing the major activities and various major milestones to achieve the project timeline. The schedule shall fully inter-relate delivery, design and implementation phases. All programs containing scheduled dates including those for delivery, design and implementation shall be adhered to by the Bidder and shall not be changed except as may be agreed by BUYER,

6. **Supply and Delivery Schedule.** The Bidder shall submit to BUYER his supply and delivery schedules for all equipment within 60 days from the start date of contract. Such schedules shall be In line with the project delivery schedule. The schedules shall be reviewed, updated (depending on site availability and readiness) and submitted to BUYER, once in every two months thereafter, till completion of the project.

7. Monitoring, Progress Reporting & Management Information System. The progress reports shall be issued every month by the Bidder. Reports shall include work schedules, architecture drawings considered necessary for monitoring the project. The reports shall be made available to BUYER at least five working days prior to scheduled progress review meeting. The progress report should necessarily include the following sections: -

(a) Report on key milestones.

(b) Critical activity areas with details of actions Initiated, if any, and their implication on the project.

(c) Action needing attention of Network team and Dte of AFNET.

(d) Detailed location wise status of survey, delivery, installation, integration etc.

(e) Critical Path Analysis along with corrective actions.

8. **Pro|ect Coordination Meeting.** The Bidder will be called upon to attend monthly project coordination meetings with BUYER, along with OEM (if required), during the period of execution of Contract. The Bidder shall attend such meetings at their own cost at BUYER office or at any other venue, as specified by the BUYER, as and when required, and fully cooperate for successful implementation of project. Bidder will facilitate direct engagement of Professional Support Team of OEM with

Project Team of BUYER without any intervention.

9. Progress Reporting With the intent to assure quality management and project progress as per the implementation schedule, progress reports submitted for each reporting period and Progress Review Meetings shall focus on the following:-

(a) Monthly Progress Reports. A monthly Progress Report shall be prepared by the Project Manager that includes inputs from all its subsystems. The meetings would be held at the Directors level. The report shall be made available to the Buyer as hard copy by the 5th of each month and shall include but not be limited to:-

(i) Updated project schedule highlighting any de\/iations from the previous issue of the project schedule.

(ii) Explanation and anticipated effect of each schedule deviation and its implication to the BUYER.

(iii) Schedule recovery plan for any deviation incurring a delay in delivery date.

(iv) A summary of activities performed by the Bidder and the BUYER during the previous reporting period.

(v) An updated list of all correspondence transmitted and received by the Bidder.

(vi) List of all Bidder personnel & Buyer personnel and identifying all activities performed by each person and the activities scheduled for the next two reporting periods.

(vii) Updated list of Bidder and the Buyers action items with status, description of required information, and required resolution dates.

(viii) Summary of pending and upcoming Bidder and the Buyer activities during the next two reporting periods along with required completion dates.

(ix) Status of unresolved contract questions and change requests.

(x) Summary of variances.

(xi) Description of current and anticipated project problems and steps to be taken to resolve ie each problem.

(b) **Quarterly Progress Review Meetings**. Progress Review Meetings shall be scheduled by the project managers and attended by the Bidder and the Buyer to review progress of the project. This meeting would be held at the level of Principle Directors level. Progress meetings shall be used to review the progress reports for the previous reporting periods, written correspondence exchanged since the last meeting, and open action items.

(i) The Bidder shall also attend technical meetings as required to discuss technical aspects of the project and to review the Buyer comments on approval documents.

(ii) All meetings shall be held at the Buyer’s offices or at other venues as specified by the Buyer The Bidder’s Project Manager shall record the minutes of each meeting and shall provide hard copies to the Buyer and all attendees on the same day whenever possible, but not later than within two working days after the meeting.

(b) Progress review meeting(s) may be called for earlier than the quarterly schedule also, at the discretion of the Buyer.

10. **Transmittals.** Every document, letter, progress report and any other written or electronic media transmissions exchanged between Bidders and the BUYER shall be assigned a unique transmittal number. Discussions, phone calls and e-mails where project related information is exchanged shall be documented in a transmittal. The Bidder shall maintain a correspondence index and assign transmittal numbers consecutively for all Bidder documents. The Buyer will maintain a similar correspondence numbering scheme identifying documents and correspondence that the Buyer initiates. The Buyer shall have the option of adding consultants to the transmittal distribution list and document distribution list to receive all correspondence and all or selected system documents. The consultants will be bound by the same confidentiality restrictions imposed on the Buyers personnel.

11. Implementation Schedule. The Bidder shall produce and maintain the implementation schedule using any contemporary Software or any other equivalent ERP solution with web based capability. A copy of the implementation schedule files on a DVD or CD-ROM shall also be provided to the Buyer. The overall project plan shall consist of a Milestone Plan and a detailed Schedule Plan.

(a) The Bidder shall provide a critical path analysis report and a manpower resource analysis report. Other standard reports will be defined during the Work statement.

(b) Within two weeks of contract signing, the Bidder shall submit detailed project schedule, as described below. The project schedule shall include all tasks to track overall direction and integration of the project from inception through completion. The Schedule Plan shall be developed utilizing the concept of Work Breakdown Structures.

(c) The implementation schedule shall include the project milestones, the Bidder activities, and the Buyers activities. The project schedule shall be an accurate representation of the progress and planned activities of the project.

(d) The actual progress made to date and the scheduled date for the systems shall be closely monitored by both the Bidder and the Buyer project managers. This application will be web server based. The following information shall be reported to the Buyer in a clear and concise manner using the tabular and graphic capabilities of the project management software:-

(i) An overview and general assessment of all the Buyer and Bidder activities and any progress or delays in these activities since the last reporting period.

(ii) Identification of tasks in the critical path together with an analysis indicating any required remedial action.

(iii) The amount of contingency time (float) remaining in the schedule.

(iv) Information on each task, including:

(aa) Estimated start and finish dates.

(ab) Any change in the estimated dates since the last reporting period.

(ac) Estimated total number of calendar days to complete the task.

(ad) Percent of task completed.

(ae) An indication of whether the start date was manually entered or computed.

(v) Total project resources.

(vi) The tasks to begin in the next two reporting periods.

(vii) The tasks to be completed in the next two reporting periods.

(viii) The tasks completed in the last two reporting periods.

(e) The content and format of the project schedule shall be subject to the Buyers approval. The Bidder shall update and submit the project schedule to the Buyer at least one week prior to each progress meeting

12. **Implementation Steps**. The basic implementation steps pertaining to the project are:-

(a) Design & parameterize the system, including implementation strategies.

(b) Conduct site surveys, identify equipment locations and required site preparations.

(c) Delivery, installation, integration and Migration of the supplied equipment.

(d) Site Acceptance Testing.

(e) Acceptance Testing.

(g The Bidders shall propose preliminary implementation plans as part of the bid. The Buyer and the Bidder shall finalize the detailed implementation plan following the award of the contract

13. Resource Control. To enable the Buyer to assess whether the Bidder's proposals are adequate to meet the Contract requirements, the Bidder shall describe his resource management system.

(a) The Bidder in his proposal shall define the resources that shall be deployed during design, delivery, installation, and commissioning phases and show that those will be adequate to meet the Contract commitment.

(b) Following the placing of the Contract, the Bidder shall submit monthly resource deployment schedules segregated into design, delivery, installation and commissioning.

(c) Bidder shall have facility and proper material management system in place to keep inventory of major supply items and accessories in advance of installation schedule.

14. **Buyer’s Rights.** The Buyer reserves the right to evaluate and audit the

Bidder's Project Management Organization, systems and control measures concerning Contract Management, Management Information, Program Management, Resource Management, Quality Assurance, Design, Production and Manufacture, Industrial Relations, Testing, Commissioning and Site Management. The Bidder shall provide all necessary assistance to enable the Buyer's team to carry out such audits and evaluations. Such audits and evaluations shall not in any way relieve the Bidder of any of his liabilities and responsibilities under the Contract. A corrective action program shall be agreed and implemented in respect of any deficiencies revealed by such monitoring, without any cost implication to the Buyer and impact on the time schedule for the project.

Appendix 'F'

CERTIFICATE: MALICIOUS CODE

(To be rendered on the Company Letter head)

1. This is to certify that the Hardware and the Software being offered, as part of the Contract, does not contain embedded malicious code that would activate procedures to:-

    (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. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed) Designation/Name/Address of firm

Date:

Place:

Appendix 'G'

COMMERCIAL CLAUSES

1. BA/SI has to furnish the Bank Guarantee towards EMD, Advance Payment (

110% of Advance amount), Performance cum warranty Guarantee (3%) and Performance Security (10%)

2. INCOTERMS for Delivery and Transportation. Delivery terms are CIP

(Carriage and Insurance Paid) Consignee place as per INCOTERMS 2020.

3. Currency of Payment. Bidders should submit their bid in Indian Rupees.

4. Contract Price and Requirement of Bank Guarantees.

(a) Total Contract Price. The Total Contract Price will be the final price negotiated by EC including taxes and duties applicable at the time of signing of contract.

(b) Base Contract Price. The Base Contract Price will be considered as Total Contract Price excluding taxes and dr‹ties as applicable at the time of signing of contract.

(c) Bank Guarantees. For the purpose of payment of Advances to the Bidder and submission of Advance Payment Bank Guarantee (APBG), Base Contract Price will be considered. For Performance cum Warranty Bank Guarantee (PWBG), Total Contract Price including taxes and duties is to be considered. All Bank Guarantee requirements viz APBG and PWBG shall be from any Indian Public or Private Scheduled Commercial bank. The format of APBG and PWBG is placed at Annexure III and IV of Appendix G respectively.

5. Payment Terms for Indigenous Sellers. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. Delivery Schedule and the stages of payment are given in Annexure VI to Appendix 'G'. The payment will be made as per the following terms, on production of the requisite documents:-

(a) Terms of Payment

(i) 15% advance payment of the Base Contract Price will be paid within 45 days of submission of Ink-signed copy of contingent bill / Seller's bill and Commercial invoice along with indemnity Bond / Bank Guarantee of equivalent amount. The prescribed format of Indemnity Bond against Advance payment and the Advance Payment Bank

Guarantee (APBG) and is placed at Annexure I and III to Appendix G respectively.

(ii) 45% payment will be paid as per actual supply to the seller in a staggered manner in three tranche on pro-rata basis, as per groups made by CoR; post JRI and on submission of documents listed at Para 6 (b) below.

(iii) 30% payment on successful Installation and commissioning in all the 05 Data centers and 05 nodal locations in CoR. The training as outlined in SoR is also to be completed before release of this payment. Payment will be made on submission of User Satisfactory Report along with records of serviceability duly signed by the Inspection agency/CoR Rep

(iv) Balance 10 % payment will be made after successful completion of one year of warranty and after resolving all outstanding issues and completion of Post contract training as outlined in SoR.

6. Paying Authority

(a) RailTel Corporation of India Ltd.

(b) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

(i) Ink-signed copy of contingent bill / Seller's bill.

(ii) Ink-signed copy of Commercial invoice.

(i) Performance Bank guarantee.

(ii) DP extension letter if any

(iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, NCCR code (if these details are not incorporated in supply order/contract).

(iv) JRI Report duly signed by both the parties along with CRV Copies of the items BOC; duly signed by the Inspection agency/CoR Rep.

(v) Any other document / certificate that may be provided for in the Supply Order / Contract.

7. Performance—cum-Warranty Bank Guarantee (PWBG) Clause. A Performance-cum Warranty Bank Guarantee (PWBG) of 3% of value of the Total Contract Price including taxes and duties would be furnished by the Bidder in the form of a Bank Guarantee to sequentially act as Performance Bank guarantee till the delivery and as Warranty Bank Guarantee on delivery. The PWBG shall be submitted by the Bidder within one month of signing of contract and shall be valid for a period, until three months beyond the warranty period, as specified in the RFP. If at any stage, the Performance Guarantee is invoked by the Buyer either in full or in part, the Bidder shall make good the shortfall in PWBG within 30 days by an additional Bank Guarantee for equivalent amount. In the event of failure to submit the required Bank Guarantee against invoked Performance Guarantee, equivalent amount will be withheld from the next stage payment till the shortfall in the Bank Guarantee is made good by the Bidder. The prescribed format of the Performance-cum-Warranty Bank Guarantee is placed at Annexure IV to Appendix G.

8. Inspection Authority. The inspection authority shall be Dte of Information Technology. Inspection will be carried out jointly by Specialist Officers/ personnel designated from Inspecting Agencies, representative of field unit and representative detailed by Inspection Authority. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection/ Self-certification.

9. Joint Receipt Inspection. The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder —

(a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival at each consignee site to be nominated by the Buyer. JRI shall be completed within 45 days of arrival of good at the Consignee. JRI will consist of

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

(ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (15) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated fifteen (15) days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer’s country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller s representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer s representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised; as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/equipment fully accepted.

(d) Place of Inspection (JRI} On site Inspection across all sites, (05 data centers and 05 nodal locations spread across India).

10. Liquidated Damages (LD). In the event of the Bidder's failure to supply the Hardware, Software, Performance services, installation of equipment including Hard'ware and Software, the vendor shall be levied LD @ 1.5% per week of delay subject to maximum of 15% of value of delayed stores, calculated on the basis of the Contract Price of delayed stores.

11. Denial Clause. In case the delay in delivery is attributable to the Seller or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the Bidder of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due to the Price Variation Clause (PVC) and/or any adverse fluctuation in foreign exchange are to be borne by the Bidder during the extended delivery period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery perinr! The format for extension of

Delivery Period/performance notice under the Denial clause is mentioned al Aftr\exure V to Appendix G.

12. Force Mai Lt re.

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except fcr failure tn pay any sum which lv as Uucumu due uri account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, natural disasters like Earth QuaKe etc and other acts of God as well as War, Military operation, blockade, turmoil, strikes, sabotage, explosions, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

(f) Provided the acts of The Government or any state parties of the SELLER which may affect the discharge of the SELLER's obligation under the contract shall not be treated as Force Majeure.

13. Risk & Expense Clause.

(a) Should the stores/services or any installment there of not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores/servJces or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores/services or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER’s premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores/services of the same or similar description to make good:-

(i) such default.

(ii) in the event of the contract being wholly determined the balance of the stores/services remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacture, or value of any stores/services procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

14. Transportation. The Transportation arranpemenf will be the responsibility of the SELLER and same will form part of the contract.

15. Franking Clause. The following Flanking clause will form part of the contract placed on successful Bidder —

(a) Framing Clause in the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract'.

(b) Cranking Clause in the case of Rejection of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

16. Taxes and Duties - In respect of Indigenous Bidders

(a) Goods and Service Tax (GST) The bidder must indicate applicable GST for supply of goods or services as per the latest applicable rates along with the authority.

(b) Customs Duty In view of the amendment to exemption of Customs Duty issued vide Govt. of India, Ministry of Finance vide notification No. 19/2019 dated 06 Jul 2019, CDEC will be issued by the Buyer for description of goods specified in ibid notification.

Note: As per guidelines on TDS issued by Ministry of Finance, Department of Revenue vide circular No. 65/39/2018 under reference to F.No.S.31011/11/2018-ST-I-DOR dated 14 Sep 18, under Sec 51 of GST Act 2017GST TDS will be deducted @2% I/R/O all purchases, supply of Goods or Services or both including contract where total value of such purchases exceeds Rs 2,50,000/- (Rupees Two Lakh Fifty Thousand) excluding GST.

Annexure-2

PROFORMA FOR STATEMENT OF DEVIATIONS

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

Clause	Deviation	Remarks (including justification)

Signature and seal
of the BA/SI

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

Annexure-3

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BA/SI ALONGWITH THE EOI DOCUMENTS

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

I………………………………..(Name and Designation)** appointed as the attorney/authorized signatory of the BA/SI (including its constituents),

M/s___________________________(hereafter called the BA/SI) for the purpose of the EOI documents for the work of ____as per the EOI No.__________________ of (----------RailTel), do hereby solemnly affirm and state on the behalf of the BA/SI including its constituents as under:

1. I/we the BA/SI (s), am/are signing the document after carefully reading the contents.
2. I/We the BA/SI(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the EOI Document. In case of discrepancy noticed

at any stage i.e. evaluation of EOIs, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.

4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and the same shall be binding upon me/us.

6. I/We declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of EOIs, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA/SI)**_____________________ and all my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand the if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT SEAL AND SIGNATURE OF THE BA/SI VERIFICATION

I/we above named BA/SI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT SEAL AND SIGNATURE OF THE BA/SI

Place: Dated:

Annexure-4

CONTRACT PERFORMANCE GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Northern Region, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi-110053 (Hereinafter called the RailTel) having agreed to exempt ………………………………………………………………….. (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. ………………… ………………………… dated …………… made between RailTel Corporation of India Limited and …………………………………………….. for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ………….. (Rs. ………….. only). We, ………………………………… (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ……………. ……………. Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. …………against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ………………………………………(name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount as claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ………………………only.

We, ………………(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

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

We,……………(name of bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the ……..day of …………. 2020

for ………………………………………………..

(indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

Annexure-5

Instructions to Bidders

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

These will be invited for online Bids. Bidder Enrolment can be done using **"Online Bidder Enrolment".**

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: **https://**railtel.enivida.com

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal **(** **https://**railtel.enivida.com**/bidderRegistration/newRegistration)** or click on the link **"Bidder Enrolment** " available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST. Once Paid, the Registration Fee is 'Non-Refundable'.
2. As part of the enrolment process, the bidders will be required to choose a unique

username and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate **(Only Class III Certificates with signing + encryption key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1. Bidders should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Railtel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

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

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

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com