

**RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)**

LIMITED TENDER DOCUMENT

FOR

“IT Support Services for RailTel Secunderabad Data Centre”

**RailTel/Tender/LT/SR/DC/2022-23/102
Dated- 13.10.2022**

रेलटेल
RAILTEL



RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071
visit www.railtelindia.com, Tel: 040-27821134 Fax: 27820682,

LIMITED TENDER NOTICE

Limited Tender Notice No. RailTel/Tender/LT/SR/DC/2022-23/102 Dated 13.10.2022

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders for “IT Support Services for RailTel Secunderabad Data Centre”

The details are as under: -

a) Last Date and Time of Submission of offer	Up to 15:00 hrs of 28.10.2022
b) Time of opening of Limited Tender	15:30 hrs of 28.10.2022
c) Validity of offer	60 days
d) Service Delivery period	2 years
e) EMD (Rs.)	9,99,130
f) Tender Document Cost (Rs.)	2,500
g) Copy of Tender Document is sent through email. All pages of original tender document duly signed by the tenderer along with the offer is to be submitted to this office as specified below	

Note:

1. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work/services is exempted from submission of cost of tender & EMD.
2. Firms claiming for the above exemptions under NSIC/MSME or others are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.
3. Prospective bidders are required to direct all communications related to their invitation for tender document through the following nominated point of contact person:

RailTel's Contact Person /Designation

B. Chandra Mohiyar,

Addl. GM/HR-IT

Telephone/ Mobile 9689760001

E-mail ID: mohiyar@railtelindia.com

4. All firms are required to submit hard copy of their tender submission, duly signed by authorized signatories with company seal and stamp at below mentioned address:
(It is the responsibility of the firms to ensure that their responses reach the said address before the date & time of opening)

Executive Director/SR,

RailTel Corporation of India,

Regional Office: H.No 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,

Opposite to Shoppers Stop, Begumpet, Hyderabad-500016

Tender Notice and tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com.

**Addl.GM/HR & IT
For & on behalf of Railtel Corporation of India Ltd.**



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CHAPTER-1

OFFER LETTER

From:
M/s.

To,
The Executive Director, Southern Region
RailTel Corporation of India Limited
Secunderabad.

Sub: IT Support Services for RailTel Secunderabad Data Centre.

Ref: RailTel/Tender/LT/SR/DC/2022-23/102 Dated 13.10.2022

I/We the undersigned hereby offer to execute the work within 15 days from the date of issue of letter of acceptance of the tender in strict compliance within the provision detailed in the tender document attached.

I/We agree that this tender shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of 60 days from the date of opening of the tender.

I/We fully understand the terms and conditions as contained in the tender document and we agree that the same shall apply to Our tender and I/We shall be bound by them.

Until a formal agreement is prepared and executed, acceptance of this offer letter shall constitute a binding contract between us subject to modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer.

Yours Sincerely,

Signature of the Bidder Seal of the Bidder

Place: -
Date: -



CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR)

S No	DC Support Services Covered	Shift Coverage	Monthly Pricing - 1 st year	Annual pricing-1 st year	Monthly Pricing - 2nd year	Annual pricing-2nd year
1	L2 Support/System Administration (Linux)	24 X 7				
2	L2 Support / System Administration (Windows)	24 X 7				
3	Data Base Administration (MySQL)	24 X 7				
4	Data Base Administration (MSSQL)	24 X 7				
5	Network and Security Administration	24 X 7				
6	Cloud Administration (Vmware)	24 X 7				
7	DevOps Administrator	1 in Gen Shift				
Total Pricing (Exclusive of Taxes)						
Taxes (18% GST)						
Total Pricing Inclusive of Taxes						
Total value for for 1st year and 2nd year inclusive taxes						
Total in Words -->			Rupees _____ only			

Note:

- 1.1 Unit rate quoted against SOR above should be for destination inclusive of all duties, taxes, insurance, and freight etc. All cells in the above table are to be filled by the bidder.
- 1.2 Cost breakup to be submitted by the bidder:
 - a. Basic Rate
 - b. CGST, SGST, IGST, UTGST etc.
 - c. Any other charges
- 1.3 The bidder shall submit user manual, instruction manual, operating manual, other necessary documents etc. wherever required.
- 1.4 LoA will be awarded to the successful bidder for initial period of ONE YEAR and is extendable upto ONE more YEAR based on the performance for the rates received. However, evaluation will be done on the rates received for 2 years.

CHAPTER-3

Technical Specifications

Name of Service : IT Support Services for RailTel Secunderabad Data Centre

The minimum requirement of additional support services along with the related domains is mentioned in the below table.

S. No	Service Required	Domains related to the Service Required	Availability
1	L2 Support/System Administration (Linux)	Red Hat, Debian, Ubuntu, SUSE, OEL	24*7
2	L2 Support / System Administration (Windows)	Microsoft Windows Server 2012/16/19/22	24*7
3	Data Base Administration (MySQL)	Oracle MySQL (Community, Enterprise), MariaDB	24*7
4	Data Base Administration (MSSQL)	Microsoft SQL Server 2012/14/16/17/19	24*7
5	Network and Security Administration	Cisco and Juniper	24*7
6	Cloud Administration (Vmware)	Vmware, vCloud Suite, VCF, vCloud Director, NSX-T	24*7
7	DevOps Admin	AWS, Google Cloud, Microsoft Azure	General Shift

Detailed scope of the activities performed in each domain for successful functioning of the RailTel data centre.

DBA (MySQL and MSSQL):

1. Managing the Backups and Restoration of the Data
2. Configure Database Software
3. Deploy System Updates
4. Develop and Test Methods to Synchronize Data
5. Ensure Databases Run Efficiently and Platform Availability
6. Constant finetuning of the DB for improving the performance of the system.
7. Coordinating with OEM support teams in case of any dockets raised and ensure the issues are resolved.
8. Provisioning Operational support and troubleshooting the issues related to Databases.

System Administration (Linux and Windows):

1. Installing and configuring software, hardware and networks.
2. Administrate infrastructure, including firewalls, databases, malware protection software and other processes
3. Provide technical support for hardware/software issues and resolve help desk requests
4. Monitor the system daily and respond immediately to security or usability concerns.
5. Upgrade systems with new releases and models and ensuring security and efficiency of IT infrastructure.
6. Constant finetuning of the OS for improving the performance of the system.
7. Coordinating with OEM support teams in case of any dockets raised and ensure the issues are resolved.

8. Provisioning Operational support and troubleshooting the issues related to system administration.
9. Perform in 24 x 7 environment in shift roaster and attend calls whenever assigned

Network/Security Administration:

1. Responsible for managing all IT-related networks, security and safety issues.
2. Deploy, manage and maintain security systems and their corresponding or associated software, including firewalls, intrusion detection systems, cryptography systems, and anti-virus software.
3. Perform vulnerability and networking scanning assessments.
4. Defend systems against unauthorized access, modification and/or destruction
5. Implement network security policies, application security, access control and corporate data safeguards.
6. Constant finetuning of the DC networks for improving the performance of the system.
7. Coordinating with OEM support teams in case of any dockets raised and ensure the issues are resolved.
8. Provisioning Operational support and troubleshooting the issues related to DC network.
9. Perform in 24 x 7 environment in shift roaster and attend calls whenever assigned.
10. Configure and maintain all DC network components like switches, routers, and firewalls etc.
11. Configure and maintain vpns and secure access to network.
12. Configure and maintain network monitoring platform.
13. Configure and maintain intrusion detection/intrusion prevention system.

Cloud Administration:

1. To design, install, and administer virtualization (VMware and Openstack) products like VSphere, vRealize Automation, vROPS, vRLI, vSAN, NSX, Usage Meter, and so on.
2. Deploy, configure, and maintain systems, including software installation, update, and core services.
3. Upgrade and Maintain VMWare ESX and GSX servers and virtual sessions.
4. Analyse the logs, tracks and resolves complex software/hardware matters of significance pertaining to networking connectivity issues, printer, servers, and applications to meet business needs.
5. Work on major severity and complex server issues.
6. Provide Backup and restore VMWare servers and virtual sessions.
7. Drive RCA preparation and meeting SLA for RCA submission along with planning and implementing fixes / patches.
8. Performance and capacity management on VMWare servers and complex health check-ups.
9. Perform in 24 x 7 environment in shift roaster and attend calls whenever assigned.
10. Identify and recommend improvements to existing processes.
11. Assume personal responsibility for resolving problems in most effective way possible within SLA reaching root cause and preventing problems).
12. Life cycle operations on VMware products like upgrades, patching (install patches given by Hardware OEM) and migrations.

DevOps Administration:

1. Setup desired production and development servers for new projects
2. Manage an automated deployment to Production and development servers using Git, Jenkins and Docker.
3. Identify issues and apply proper solutions, thus maintain an error-free environment in all types of servers

4. Install, upgrade, configure, maintain and troubleshoot both windows and Linux machines.
5. Secure and load balance websites using Nginx and SSL.
6. Monitor servers and websites using Nagios and Log server.
7. Identify and recommend improvements to existing processes.
8. Assume personal responsibility for resolving problems in most effective way possible within SLA reaching root cause and preventing problems).

In addition to the above scope, successful bidder is responsible for

1. Submission of periodical reports of the support services as required time to time.
2. Detailed documentation of the activities performed as part of the tender should be maintained.
3. Data confidentiality and privacy should be strictly complied during the contract period and thereafter as well.
4. Escalation matrix should be provided for all support services.
5. Dedicated Project manager for SPOC services should be provided by the successful bidder.
6. The responses should be submitted strictly in the prescribed format along with documents in support of information submitted therein by the responding service provider.
7. RailTel reserves the right to modify, expand, restrict, scrap, re-float or cancel interests at any stage without assigning any reasons. Any interests received after the stipulated time period or not in accordance with the specified format will be summarily rejected. Delivery of the responses along with documents against the interests will be the sole responsibility of the responding bidder.
8. The successful bidder will provide a system for raising support tickets against all the service requests/issues, call logs, trouble tickets. The SLA monitoring will start as and when the support ticket is raised. The response time and the resolution time of the services provided will be calculated using the tool and the SLAs will be finalized accordingly.
9. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of work.
10. The bidder shall supply complete set of technical/ operations and maintenance manuals (as applicable) along with the delivery. The cost of such manuals supplied will be included in the cost of the system.
11. RAILTEL shall not be responsible for any incident or accident happening at the site due to the negligence of the personnel deployed by the bidder. The bidder shall bear all the losses incurred, the claims thereon and shall absolve RAILTEL against all such claims.
12. All the knowledge transfer, handover-takeover activity by the human resources leaving the project to the human resources joining the project services to be handled by the bidder smoothly.
13. No allowances including night shift allowances, monetary benefits etc... will be provided by RailTel to the Manpower deployed as part of the services
14. Bidder must provide all the necessary information and cooperation required by RailTel to diagnose and remedy the Fault.
15. Bidders shall share the details of Root Cause Analysis (RCA) and proactive measures to be taken to prevent the re-occurrence of the issue wherever required for all the issues reported.
16. Bidder's team must not make any configurational changes in the RailTel servers/infrastructure without approval of Competent Authority (CA) in RailTel.
17. Bidder may suggest RailTel any measures to be taken for fine tuning the existing data center services. RailTel shall process it internally and take necessary actions wherever applicable.

18. If any services, functions, or responsibilities are not specifically described in this scope, but are an inherent, necessary, or customary part of the services, and are required for proper performance, smooth running of the applications as well as devices or provision of the services under the scope, they shall be deemed to be included within the scope of the services and shall be provided by the vendor at no additional cost to the RAILTEL.
19. For ensuring effective service delivery, the Bidder should ensure that the resources used for providing the services should be available in RailTel premises in all the shifts as per the SoR. The resource availability reports should be produced to RailTel on monthly basis.
20. Bidder has to comply all the statutory obligations as per Government of India norms time to time.
21. Bidder has to provide an undertaking certificate that any kind of payments for salaries, PF, pension, allowances including night shift allowances, monetary benefits for any human resources used for providing the services as part of this tender is completely under bidder responsibility.
22. SLA Terms and Conditions:

$$\text{Service Availability (SA)} = \frac{[(TT)-(EU)-(PU)-(SU)]}{[(TT)-(EU)-(PU)]} \times 100\%$$

Service Availability means the aggregate percentage of hours in a calendar month during which the data center service is actually available to the RailTel customer.

TT (Total Time) - means the total hours in the calendar month. E.g., 30*24=720 hours in a 30-day calendar month

EU (Excused Unavailability) - means the agreed aggregate number of hours in any month that RailTel shall seek to carry out troubleshooting or upgrade to the infra, with intent to better the services. This unavailability will be subject to prior written consent and confirmation from customer.

PU (Planned Unavailability) - means the aggregate number of hours in any month during which the services unavailability is requested by RailTel to carry out any checks, configuration changes, preventive maintenance of RailTel infra.

Examples of activities covered:

- Anti-virus @ Patch updates
- Routine preventive
- Preventive maintenance of utilities like AC, UPS, Server Room
- Application version upgrades

Consideration of EU and PU are subject to priori approval of RailTel.

SU (Service Unavailability) - Shall mean an unscheduled disruption/failure/unavailability of resources related to the services in any data service offered by bidder as per the tender.

The issues reported will be classified under three categories

- a) P1 (Severity One): System is down and business is impacted
- b) P2 (Severity Two): System is degraded with no impact on business
- c) P3 (Severity Three): Information-based queries related to the solution stack Penalties w.r.t. software issues on the quarterly bill shall be calculated as per Table A (Table A)

Severity	Response Time	Resolution Time
P1	15 Mins	2 Hours
P2	15 Mins	4 Hours
P3	15 Mins	8 Hours

- a) Bidder shall ensure the service level requirements (SLR) for all the components. The SLA calculation will be on quarterly basis.

Sl. No	Availability of 'Services'	Penalty
1	$\geq 99.9\%$	No Penalty
2	$\geq 99.5\%$ to $< 99.9\%$	0.5 day equivalent payment
3	$\geq 99\%$ to $< 99.5\%$	01 day equivalent payment
4	$\geq 98.5\%$ to $< 99\%$	03 days equivalent payment
5	$\geq 98\%$ to $< 98.5\%$	05 days equivalent payment
6	$\geq 97\%$ to $< 98\%$	07 days equivalent payment
7	$< 97.00\%$	09 days equivalent payment

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CHAPTER-4

Commercial Terms & Conditions

1. **Scope of work, Offer Letter and Validity of Offer:**
 - 1.1. Scope of Work for Bidder: Bidder should provide services as per SOR and detailed scope of work in chapter 3.
 - 1.2. The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) Chapter 2, furnished in the bid documents, indicating the services to be provided, description of the services, associated technical literature, quantity, and prices etc.
 - 1.3. The offer should remain valid for a period of **60** days from the date of opening.
2. **Delivery Period**
 - 2.1. **Validity of Contract:** The Validity of contract shall be **1 year** from the date of acceptance of service commissioning and extendable upto 1 more year based on the requirement.
 - 2.2. **Variation in Quantities:** 25% variation in the quantities (nos.) may be operated during the period of validity of contract with the approval of competent authority at the same rate as specified in the contract.
3. **Bill passing & Paying Authority:**
 - 3.1. Payment shall be made in Indian Currency (Rs) 100% payment (after adjusting penalties for SLAs, if any) of the invoice value will be made on submission of the invoice and certification by the nominated executive of RailTel. Invoice shall be submitted to RailTel on quarterly basis.
 - 3.2. RailTel shall make payments after the submission of invoice with required documents including GST payment proof. Tax invoices shall be paid only after visibility of GST details in relevant reports (like GSTR-2B..) GST portal.
 - 3.3. Payment shall be done after statutory deductions as per existing rules.
 - 3.4. Supporting documents to be submitted along with the bill:
 - 3.4.1. Declaration on compliance on statutory obligations.
 - 3.4.2. Supporting document for GST payment.
 - 3.4.3. Monthly Resource Availability report.
 - 3.5. Accounting unit/bill passing officer is ADDL GM/HR & IT.
 - 3.6. Accounting unit/bill payment officer is DGM/Finance.
4. **Security Deposit:**
 - 4.1. The successful tenderer shall submit **10%** of total value of the contract detailed in the Acceptance Offer towards security deposit in the form of irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract within 30 days of issue of PO with validity of 3 months beyond contract period failing which a penal interest of 15% per annum shall be charged for the delay period i.e., beyond 30 (thirty) days from the date of issue of LOA/PO.
 - 4.2. The security deposit/ Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer.
 - 4.3. **No Interest on Security Deposit:**
No interest shall be paid on the amount of Security Deposit held by the RailTel, at any stage.
 - 4.4. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank Account.

- 4.5. Performa for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

5. Liquidated Damages:

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

6. Statutory Deduction:

These will be made at source at the time of making payment as per the prevalent Statutory rules.

Certificate to be provided by Tenderer on his letter head.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority i.e. DPIIT, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Certificate for Tenderer for Works involving possibility of sub-contracting

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

Note: The said instructions will not apply to the bidders/OEM from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs.

7. BID PRICES:

- 7.1. The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc (wherever applicable). The basic unit price and all other components of price need to be individually indicated against the service it proposes to provide under the contract as per schedule of requirement given in Chapter 2. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

- 7.2. The breakup of price of each item of SOR in terms of basic Unit price, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- 7.3. **FALL CLAUSE:** The firm shall undertake that in case the firm offers same services at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.
- 7.4. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

8. **Compliance**

Compliance statement as mentioned in Annexure- I shall be enclosed with the offer along with the technical literature of the services and other documents in support of relevant clauses.

9. **FORCE MAJEURE**

Force majeure shall mean-

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

10. **SETTLEMENT OF DISPUTES:**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be Hyderabad.

All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case maybe.

The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up-to Rs. 10 lakhs. The arbitrator will be by the Chairman & Managing Director of RailTel Corporation of India Limited. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman & Managing Director/ RailTel shall furnish a panel of three names to the contractor, out of which contractor will recommend one

name to be his nominee and then Chairman & Managing Director /RailTel shall appoint out of the panel one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding arbitrator. The award of the Sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel.

Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending there solution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

11. JURISDICTION

The Parties hereby irrevocable consent to the sole jurisdiction of the Courts of Hyderabad only in connection with any actions or proceedings arising out of or in relation to this proposal.

12. TERMINATION FOR DEFAULT

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

- a) If the supplier fails to deliver any or all of the services within the time period(s) specified in the contract.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) If SLA is less than 97% by the service provider continuously for 3 months, purchaser has the right to terminate the contract with 7 days notice.

12.2. In the event the Purchaser terminates the contract in whole or in part, pursuant to relevant para the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar services. However, the supplier shall continue performance of the contract to the extent not terminated.

13. TERMINATION FOR INSOLVENCY

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

14. Bid Submission and Opening Date:

14.1. Each and every page of bid should be signed by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.

14.2 The envelope shall be addressed to the Purchaser at the following address:

Executive Director/SR,
RailTel Corporation of India,
Regional Office: H.No 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers,
Opposite to Shoppers Stop, Begumpet, Hyderabad-500016

14.3 The envelope shall bear name of work, the tender no, and the words “DO NOT OPEN BEFORE” (due date).

14.4 Bid should be delivered to the above address so as to reach up to 15:00 hours of due date. The bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of representative of the bidder. Bid received after due date and time shall be summarily rejected and shall not be opened.

14.5 Documents to be attached with the Bid-

1. Signed Tender Document
2. HSN/SAC Code of the supply items
3. GST No. of Bidder
4. Udyam certificate for MSME bidder.
5. Company Registration Certificate
6. Power of attorney
7. Clause wise compliance (Annexure-1)
8. GSTN, PAN certificates.
9. EMD and Tender Document cost in the form of DD in favor of RailTel Corporation of India Limited payable at Secunderabad.
10. All other documents asked in Tender

15. Evaluation of Offer:

“For the purpose of relative ranking of offers, all-inclusive value for entire service items as per detailed scope of work.”

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

16. Security Considerations & Security Agreement

The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, you shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website) covering all relevant clauses. You must submit a declaration along with their bid in this regard.

17. GST related clause:

- 17.1.** If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.
- 17.2.** CGST/SGST/IGST/GST should be quoted extra if applicable.

- a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.
- b) The tenderer while quoting for tenders should give the following declaration:

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly”.

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

“We hereby declare that additional set off/input tax credit to the tune of Rs.____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.” If any surcharge on tax is applicable the same should be indicated clearly.

- 17.3.** The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 17.4.** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 17.5.** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 17.6.** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 17.7.** In case of incorrect reporting of the services made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 17.8.** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 17.9.** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 17.10.** In regard to work contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 17.11.** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The

bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.



CHAPTER-5

Form No. 1 PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND (On Stamp Paper of Rs. one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., SECUNDERABAD (Herein after called RailTel) having agreed to exempt _____ (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an LOA/PO/ Agreement No-----dated ----- made Between Executive Director, RailTel Corporation of India Ltd Southern Region, Secunderabad and for (hereinafter called “ the Said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the Terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. only. We ----- (indicate the name of the Bank) herein after 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 if the terms or conditions contained in the said Agreement.
2. We, -----Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel starting that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs-----
3. We,-----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 there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
4. We,-----Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee Unless a demand or

claim under the Guarantee is made on us in writing on or Before the (1) We shall be discharged from all liability under this Guarantee thereafter-----

5. We,-----
 -(Name of the Bank), Further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved 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 affect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) Supplier(s).
7. -----(name of the Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated day of 2022

For -----
 (Name of the Bank)

Witness

1. Signature
 Name

2. Signature
 Name

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Annexure-I

COMPLIANCE STATEMENT (On Bidder's Letter Head)

DECLARATION

We hereby undertake and agree to abide by all the terms & conditions and Scope of services stipulated by RAILTEL in the TENDER including all annexure, addendum and corrigendum.

Signature and Seal of Bidder

We certify that the product offered by us for tender conforms to the technical specifications stipulated by you with the following deviations

List of deviations

1)

2)

3)

4)

5)

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

Signature and Seal of Bidder

Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To
M/s. RailTel Corporation of India Ltd.
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500025.

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded to our company as per your award letter no. _____ dated _____
Against the above PO/LOA participated/awarded to us, we authorize you
make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned
below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current/Over Draft)
6. IFSC code
7. NEFT Code
8. Agency's Address
9. Agency's telephone & mobile no.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account
for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**

Annexure-II**Bidder's Profile Information (on the bidder's letter head)**

Sl. No.	Particulars	Description		
1	Name of the Bidders/Company			
2	Constitution			
3	Date of Establishment/ Incorporation			
4	Address Registered Office ----- Corporate/ Head Office GST No.			
5	Bank Details including - Account Name Account Number Bank & Branch Details IFSC Code			
6	Name of Contact Person (At least Two) Telephone Number Fax Number E-Mail Address Website			
7	Financial Details	FY 2019-20	FY 2020-21	FY 2021-22
	Net Profit			
	Turn Over			

Signature & Seal of Company

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Annexure-III

Format for Power of Attorney to Authorize Signatory

(on non- judicial stamp paper duly notarized)

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s.____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms.____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our EOI for the Project ____ (name of the Project), including signing and submission of the EOI response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. *To be executed by all the members individually.*
- b. *The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

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CHAPTER – 06

CHECK LIST (To be filled up & submitted)

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1	Tender document Signed and Stamped		
2	Power of Attorney as per Annexure-III		
3	Offer letter duly signed by the authorized signatory as per Chapter -1		
4	Compliance statement for acceptance of SOR (Chapter 2), Scope of Work (Chapter 3), Commercial Terms & Conditions (Chapter 4) and PERFORMANCE BANK GUARANTEE (Chapter 5)		
5	Schedule of Requirements (with price) as per Chapter-2		
6	PERFORMANCE BANK GUARANTEE BOND as per Chapter-5		
7	Bidder's Profile Information as per Annexure-II		
8	COMPLIANCE STATEMENT as per Annexure-I		
9	Udyam Aadhaar Certificate in case of MSME Firm.		
10	EMD and Tender Cost		

*Non submission / Noncompliance of above documents as deliberated in Check List will make the offer liable to be summarily rejected.

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Chapter-7
BID DATA SHEET (BDS)

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

Reference	Description
Tender Notice	"IT Support Services for RailTel Secunderabad Data Centre"
Chapter-1	Validity of offer The offer should remain valid for a period of 60 days from the date of opening
Chapter-2	Schedule of Requirement (SOR)
Chapter-3	Technical Specifications
Chapter-4	Security Deposit/Performance Bank Guarantee (PBG): 4.1. The successful tenderer shall submit 10% of total value of the contract detailed in the Acceptance Offer towards security deposit in the form of irrevocable Bank Guarantee from any scheduled bank for due fulfilment of contract within 30 days of issue of PO with validity of 3 months beyond contract period failing which a penal interest of 15% per annum shall be charged for the delay period i.e., beyond 30 (thirty) days from the date of issue of LOA/PO. 4.2. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. 4.3. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only. 4.4. No Interest on Earnest Money and Performance Security: No interest shall be paid on the amount of earnest money and Performance Security held by the RailTel, at any stage. 4.5. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. 4.6. Performa for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately
Tender Notice	Last Date of Submission of Offer Date: 28.10.2022 Time: 15:00 hours
Tender Notice	Date of Opening of Tender Date: 28.10.2022 Time: 15:30 hours Venue: Railtel Corporation of India, 6th floor, Gumidelli Towers, Begumpet, Secunderabad.