



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)
2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500 071.

TENDER TYPE
OPEN TENDER

RailTel/e-Tender/OT/SR/DC/2022-23/33, Dt:16-01-2023

NAME OF THE WORK

**Augmentation of Syslog Servers (Storage system) at DC and DR for CGNAT
Logs/Syslog of 2 PB capacity each with 5 years support**

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RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)

visit www.railtelindia.com, Tel: 040-27821134 Fax: 040-27820682,

Corporate Office: Plot No.143, Institutional Area, Sector-44, Gurgaon – 122003, NCR (India).

TENDER NOTICE

Open Tender No: RailTel/e-Tender/OT/SR/DC/2022-23/33

Dt:16-01-2023

RailTel Corporation of India Ltd., Secunderabad invites sealed tenders for the work “Augmentation of Syslog Servers (Storage system) at DC and DR for CGNAT Logs/Syslog of 2 PB capacity each with 5 years support” as per technical specification and schedule with 5 years support for maintenance/repair/replacement of component” as per schedule of requirement (SOR) and specification enclosed in the tender document.

Sl No	Description of work	Earnest Money (EMD) in Rs.
1	Augmentation of Syslog Servers (Storage system) at DC and DR for CGNAT Logs/Syslog of 2 PB capacity each with 5 years support (2 nos)	5,02,300/-

Tender downloading starts from	16.01.2023
Last Date for submission of e-bids	06.02.2023 at 15.00 hrs.
Date of Tender Opening	06.02.2023 at 15.30 hrs.
Validity of Offer	60 Days from the date of opening to tender
Delivery Period	60 Days from the date of issue of PO/Sub PO
Approximate value of work	Rs.2,51,10,400/-
Cost of Tender Document #	Rs. 2,950/- (All inclusive)
Address for communication	The Executive Director, RailTel Corporation of India Limited, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071

Firms registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of Tender cost & EMD provided they registered tendered items/work and they are valid and in currency. Copy of certificate to be submitted along with tender bid.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.RailTelindia.com or from the e-Tendering portal <https://railtel.enivida.com> For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from <https://railtel.enivida.com> e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The cost of Tender Document Rs.2950/– shall, however, have to be online at e-tendering portal <https://railtel.enivida.com> portal only.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

यशपाल िसंह तोमर
(Yashpal Singh Tomar)
समूह महा बंधक/ पीओएम / एसआर
Group General Manager/POM/SR



CHAPTER I**INSTRUCTIONS TO TENDERERS****1.1 TENDERING INSTRUCTIONS:**

The tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be enclosed in an envelope. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses. This envelope shall then be sealed and following shall be super scribed on the envelope

Open Tender No: RailTel/e-Tender/OT/SR/DC/2022-23/33 Dt:16-01-2023

1.2 Tender cover should be addressed to **The Executive Director, RailTel Corporation of India Limited, 2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500071** and should reach this office on or before **15:00 hrs on 06.02.2023**. The Tender will be opened on the same day at **15:30 hrs**. If it happens to be a holiday, tender will be opened on the next working day.

1.3 Tender sealed and superscripted as mentioned above can also be sent by Courier/Registered Post/ in person, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency etc., RailTel will not be responsible.

2.0 EARNEST MONEY:

The tenderer shall deposit earnest money along with the tender in favour of **RailTel Corporation of India Ltd., payable at Secunderabad** in the form of Demand Draft from any Scheduled bank as detailed below:

SI No	Description of work	Earnest Money Deposit (EMD) in Rs.
1	Augmentation of Syslog Servers (Storage system) at DC and DR for CGNAT Logs/Syslog of 4 PB capacity with 5 years support for RailWire Network	5,02,508/-

No bank guarantee for EMD is accepted. Earnest Money of unsuccessful Tenderers shall be returned & that of successful tenderer after supply and acceptance of the material and upon submission of valid SD/PBG. **Tenders without earnest money will be summarily rejected.** However, Firms registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD provided they registered tendered items/work and valid and in current. Copy of certificate to be submitted along with tender bid. No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract. EMD should remain valid for a period of 90 days beyond the final bid validity period.

Forfeiture of Earnest Money:

When the tenderers withdraw or revised their offer within the validity period, RailTel has the right to forfeit the Earnest Money Deposit.

3.0 Evaluation Criteria :

- a) The Total All Inclusive Rate on FOR destination given in Schedule-A, will be criteria for deciding the inter-se-position and consideration of offers against the Schedule of Requirements given in the Schedule A.
- b) The tenderer should make available the offered products, if desired during technical evaluation of offered Equipment for testing and benchmarking at any testing facility approved by RailTel.

4.0 SECURITY DEPOSIT (SD)/PERFORMANCE BANK GUARANTEE (PBG):

- 4.1 On Receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful **Tenderer shall deposit an amount equal to 3% of contract value as Security deposit** for due fulfillment of the contract within a period of 15 days.
- 4.2 The Earnest Money already paid by the successful Tenderer may at the discretion of the successful Tenderer be adjusted towards payment of this Security deposit and the additional amount shall be paid in any one of the following forms:
 - (a) Online Payment at e-nivida portal.
 - (b) Irrevocable Bank Guarantee issued by any scheduled bank acceptable to purchaser (Proforma of PBG available at Chapter –IV Annexure-1).
- 4.3 The Security Deposit/PBG will bear no interest.
- 4.4 **The Instruments for security deposit should be valid for three months beyond the defects liability/warranty period.** On successful completion of warranty period and on certification of concerned RailTel engineer, the security deposit will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

5.0 GENERAL

- 5.1 All corrections and over-writing must be attested.
- 5.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer. The Tenderers are also advised to go through the Special Terms and Conditions before submitting the Offer.

No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation. In all matters of dispute, the decision of the Executive Director, Southern Region, Secunderabad shall be final and binding.

- 5.3 Tenderer while quoting may specifically note the following: -
 - a) Price breakup has to be given as per SOR.
 - b) During the course of Supply, any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer may submit the taxes / duties structure considered by him while quoting the rates.

6 Clause Wise Compliance:

Clause wise compliance statement of the technical specifications and commercial terms & conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses. The tender document issued by RailTel should be signed on each page along with stamp of the company/firm and should be submitted along with bid.

7 Delivery Period: The material should be supplied within 60 days from the date of issue of PO and Submission of Users details.

8 Provenness of the material / equipment supplied:

In order to enable the Purchase to assess the Provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

9 WARRANTY PERIOD:

9.1 The materials should be warranted as per OEM from date of Installation. The bidder shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of material of the type ordered and shall perform in full conformity with the specifications. The contractor shall be responsible for any defects that may develop under the conditions provided in tender and under proper use, arising from faulty materials design or workmanship such as corrosion, inadequate quantity of material to meet requirements, inadequate protection, deficiencies in circuit design and / or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of twenty four months, whichever may be later, if any defect is not remedied within a reasonable time, the Purchaser may proceed accordingly at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

9.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges, if any.

10 TERMS OF PAYMENT

- a) 100% payment on completion of supply , installation Training and upon certification by end users/Nodal person accompanied with the following documents:
 - Invoice
 - Delivery Challan accepted by Consignee
 - Warranty Certificate of OEM/Supplier
 - Certificate for Fall Back Clause

- 11 Paying Authority:** Bill passing officer is GGM/POM/SR and bill paying officer is DGM /Finance.
- 12 GST No :** GST of both Vendor & Customer (as per ship to address) details to be mentioned on the bill for arranging payment.
- 13 Taxes & Duties**
The price quoted should be firm, indicating the breakup and inclusive of all taxes & duties like import, custom, c.v.d., ED & Sales Tax, Octroi, Entry Tax, VAT/GST etc as applicable while submission of tender document. The offer should be inclusive of packing, forwarding, freight & insurance charges. Form C will be issued by RailTel Corporation of India Limited if applicable and specified by the agency
- 14 Others:** The details / proof of payment of GST on materials supplied to RailTel if paid shall be furnished along with the invoice.
- 15 Transportation :** The rates quoted should be F.O.R. destination. Place of Delivery will be as per Sub PO issued by respective region.
- 16 Statutory Deduction:** These will be made at source as per the rules prevalent in the area of work.
- 17 Liquidated Damages**
The timely delivery is the essence of this project. Liquidated damages will be applicable at the rate of half percent(0.5%) per week or part thereof for undelivered portion subject to a maximum of **10% of the cost of supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the LD.
- 18 Purchaser's Right to Vary Quantities**
The Purchaser reserves the right to increase or decrease by up to 50% (minimum 1 nos) of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions during currency of the contract. The variation clause is as per Para No. 17 of Special Terms and Conditions.
- 19 Purchaser's Right to accept any Bid and to reject any or all Bids**
The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.
- 20 Annulment of Award - Deleted**
- 21 UNIT PRICES**
21.1 The Unit price quoted by the tenderer shall include prices of all materials, incidental charges for transport, loading/unloading and handling of materials, charges for

arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunts charges, banker's charges for Bank Guarantee, Indemnity Bonds inclusive of cost of Stamp etc. As applicable and also the charges, if any, levied by the Railway.

- 21.2 The Unit prices shall include all Taxes, Duties, Royalty and other levies applicable on this contract. Therefore, the firm should quote their prices taking into account any other tax livable on the contract.
- 21.3 The Unit price to be quoted by the tenderers should take into account the credit availed on inputs under the VAT/CENVAT/GST scheme. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him. The bidder in this regard may submit the details of breakup of all taxes and duties so that RailTel can avail the CENVAT credit benefits.
- 21.4 The Unit prices quoted in the contract shall be inclusive of all taxes i.e. excise duty, octroi, entry tax, local levies, sales tax levied by any statutory authority, VAT or any other tax. The tenderer will indicate the details of taxes included in the unit prices. Offer received without specific details/ break up of various taxes included in the unit prices are liable to be summarily rejected.
- 21.5 The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.
- 21.6 Arrangement for all permits/ licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the Contractor will have to make his own arrangements. No import license shall be arranged by the RailTel for this work.
- 21.7 The price shall be firm in Indian Rupees and FOR Destination. No foreign exchange will be made available by the purchaser.
- 21.8 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.

22 Offer letter and Validity of Offer

The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc. For the items not manufactured by bidders, the authorization from original manufacturer should be enclosed.

The offer should remain valid for a period of 60 days from the date of opening.

23 Technical & Financial Eligibility :

1)Technical Eligibility.

- a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of previous month to the one in which tender is invited:
 - 1) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - 2) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

3) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

Similar Work- The work for Supply of Storage System in any Government / State Government/PSU/reputed Telco.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs.500 crore and above in last 7 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

- b) Malware free certificate from OEM to be provided in original along with supply.
- c) The Offered Model/Product should have not less than 8 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid.
- d) Tenderers should submit the detailed configuration / technical details of each type of modules/sub modules/cards/Licenses etc. Bill of Material supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM
- e) In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. Any license fee required to be paid for hardware & software, EMS during the life cycle of the Equipment shall be included in the rate quoted by the tenderer. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer

2) Financial Criteria :

- a) The bidder should have minimum cumulative turnover of 150% of tendered value or above during the last 3 financial years (i.e. current year and/or three previous financial years). The bidder should provide Audited Balance Sheets / annual reports as documentary evidence and for current year, the Statutory Auditor's certificate for turnover of current year up to the date of bid opening for which

Balance Sheet/P&L may not be available. In case of photocopy of Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy.

- b) Bidder Annual Turn Over : minimum 132 lakhs
- c) Average Annual Turn Over Of OEM : minimum 132 lakhs
- d) Bidder should have authorization specific to this tender from respective OEM as per **Annex-2. Non submission of MAF , Technical & Financial credentials bids treated as Summarily Rejected.**
- e) Bidder should not have been banned/blacklisted by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorised signatory to be submitted by the Bidder.

Exemption of tender cost , EMD turnover and experience are applicable to the firms of NSIC & MSME within the validity period. The firm has to submit a declaration along with tender bid as per Annexure -5 and copy of valid certificate.

The Tenderer/bidder should be OEM or Indian Subsidiary of OEM or the authorized partner of OEM. In case of the authorized partner of OEM is participating, specific authorization for doing so from the OEM is required and Tender specific authorization from OEM, addressed to RailTel should be required to be submitted. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted

24 Consignee Details: DGM/DC-TP/SC will be the consignee for this work.

Site for Supply and Installation of Storage : Secunderabad and Gurugram

25 FORCE MAJEURE CLAUSE:

If at any time during continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine, restrictions lockouts, any statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such, event is given by either party to the other within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may, at its option, terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may, at the time of such termination, take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

26 ARBITRATION: 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.

- a. The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.
- b. The Venue of the arbitration shall be Secunderabad (India). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.
- c. The Arbitrator shall give a reasoned award, which shall be binding on the parties.

27 TERMINATION OF CONTRACT:

RailTel reserves the right to interrupt and terminate the contract at any time, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non procession of equipments and tools required for the work or defective and mal-functioning equipments, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit will be forfeited in such case of termination.

28 GOVERNING LAWS:

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

29 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the order/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 to the Purchaser.

30 FALL BACK CLAUSE:

The order / contract, if and when placed, will be subject to following fall back clause:

- a. The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price

usually charged by the supplier for materials of the same nature, class or description to any other purchaser.

- b. The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduced the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into forced of such reduction or sale shall stand correspondingly reduced.
- c. If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of general conditions of tender shall, as far as possible, be applicable or recover the loss.
- d. The contractor shall furnish the following certificate to the concerned account officer along with each bill for payment of suppliers made against the order/contract.

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the order/contract at a price lower than the price charged to the RailTel, Southern Region, under the contract.”

31. GST

- 1. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon 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 to local/ state / Central Government authorities as may be applicable.

2. After imposition of GST as explained clause 1 above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.
3. The break-up of price of each item of SOR in terms of basic unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and nay other Levies/Charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all inclusive rates (with tax break-up). Even after the introduction of GST, all inclusive unit rates payable will not exceed the all inclusive rates offered by the bidder. However, if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.



OFFER LETTER

To,
Executive Director,
RailTel Corporation of India Limited,
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500 071.

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply of Schedule of supply given in the Tender Document in Chapter 2 at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the supply within 60 Days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel for the present contract.

EMD for SOR (Supply and installation) :

2. A sum of Rs. _____ (or) MSME/NSIC is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

- 1.
- 2.

CHAPTER-II
SCHEDULE OF REQUIREMENT

Name of the Work: Augmentation of Syslog Servers (Storage system) at DC and DR for CGNAT Logs/Syslog of 2 PB capacity 2 nos with 5 years support.

Open Tender No: RailTel/e-Tender/OT/SR/DC/2022-23/33 Dt: 16-01-2023

SL NO	Item Description	Quantity	Basic Price	Taxes	Basic Price with Taxes	Total Price	HSN Code
1	Augmentation of Syslog Servers (Storage system) at DC and DR for CGNAT Logs/Syslog of 2 PB capacity each with 5 years support	2					
	Grand Total						
	Grand Total in words						

Note :

- (i) If there is any discrepancy in the total amount and the Unit Rate, the value shown in the Unit Rate shall be considered for the evaluation.
- (ii) Rates quoted should be inclusive of FOR cost etc.
- (iii) Evaluation of tender is on the basis of total offered value inclusive of all taxes .
- (iv) Bidders Participating as Authorised Partner of CA, MAF specific to tender is mandatory to submit along with Bid (non submission will result in rejection)
- (v) **Compliance of Technical specification and Special terms and condition** is mandatory to submit along with Bid. (non submission will result in rejection)

**Signature of Tenderer
with seal**

Technical Specifications

Comprehensive enterprise storage features listed below should covered in the solution:

- a) Solid State Drives for Performance Storage Tier
- b) Near Line Serial-Attached SCSI Drives for Archive Storage Tier
- c) Auto-tiering between different types of drives (SSD, NL-SAS)
- d) Asynchronous remote replication at block level
- e) Thin provisioning
- f) Storage snapshots
- g) Local volume clone

. Detailed specification as follows:

S.No.	Parameter	Technical Specifications
1	Processor	Intel® Xeon® Quad-Core Processor or Higher
2	Form Factor/Mounting	19" Rack Mounted
3	No. of Controllers per appliance	Minimum 2 nos.
4	Host Connectivity Per Controller	a) Minimum 4*10G SFP+ Port, 2*32GB FC, 2*10G iSCSI, 2*USB3.0 b) All cables , connectors and SFP's required for connecting the storage at storage end must be part of supply.
5	Capacity Expansion	Should support additional expansion units to provide 420+ HDDs or better support in a single stack
6	Storage Expansion Port per Controller	2 x 12Gb SAS Mini-SAS (SFF-8644)
7	Capacity Details	Minimum -10% of the total capacity should be on SSDs and 90% on NL-SAS.(Total 2 PB at each site)
8	Supported Network Protocols	iSCSI, FCP
9	Drive Support and Type	Solution should be based on NL-SAS 3.5" Drives (Minimum 20TB per drive) or higher SAS/NL-SAS HDD, 7200 RPM or higher Supports mix of SAS and SATA drives in the same enclosure
10	Cache/Memory	Minimum 64 GB per Controller and upgradable to 128 GB per controller
11	Storage Capacity along with expansion using JBODs/ SSD caching from day1	2 PB/2000TB usable capacity after RAID 6
12	Management Port per Controller	1 x RJ-45 1GbE Ethernet and 1 x Serial Port
13	Green Features	Efficient 80 Plus Compliant Power Supply

14	Supported OS	Windows Server 2008 or higher, Mac OS X 10.x, Linux (RHEL 6.5 or higher and SLES 11 or higher)
15	Power Supply	Should support Redundant Power Supply
16	RAID configuration	0, 1 , 5, 6, 10, 50, 60
17	Hot Spare Disk	It shall provide enough hot spare disk .
18	General Features	c) Should support data migration to healthy drive if find un-healthy disk member in array before the disk drive fails.
		d) Should support remapping of bad sector of disk and SMART error handling
		e) Should support Asynchronous & scheduled Backup and Cloning of Share & Volume for data backup and recovery
		f) Should support QoS (Quality of Service) for big data analytics.
		g) Storage OS on Embedded Linux platform for more security
		h) Should support Thin and Thick Provisioning
		i) Able to access through SSH/console
		h) Auto-Tiering enable from Day1
		i) Management of the storage appliance should be through interactive web based GUI and CLI.
19	Working Temperature & Humidity	Temperature: 5° to 35°C, Humidity: 20% to 80% (Non-Condensing) certificate to be submitted
20	Warranty/Replacement	a) 5 (Five) years on site warranty/replacement from OEM for appliance including disks .
		b) Product should not declared end of life before 8 year from date of supply and certificate from OEM to be submitted for the same .
21	Certifications / Regulatory compliance	CE, FCC,RoHS (Certificate to be submitted)
22	Additional Features	Should support:- Snapshot:4096,Volume Clone,Remote replication,UPS setting,Email Alert,SNMP Setting,S.M.A.R.T disk options, Performance Monitoring
23	Encryption	Self-encryption Drive (SED) pool level protection
24	Virtualization Integration	Seamless integrated with popular hypervisor including VMware vSphere, Microsoft Hyper-V, and Citrix XenServer.
25	Spare Disk at each site	a) 5% of disk of NLSAS and SSD should be kept available at each site as spare (minimum 1 nos) .
		b) Certificate to be submitted to Railtel for zero out of Data in faulty disk.

26	Training	2 Days Training for Configuration , Operation Maintenance and Trouble shooting .
27	Support engineer at Site	Bidder/ OEM has to arrange one engineer at Railtel/Secunderabad for 6 months after complete installation and handing over of Storage units.

Tentative Nos of Disk/Drives in each Storage for attaining the total storage capacity

Type	Disk size	no's of Disks	After parity and hot spare	Usable storage - TB	Nos of drives	Total Usable TB
SSD	15.36	20	17	261.12	1	261.12
NLSAS	18.62	19	16	297.92	6	1787.52
						2048.64

Note : Bidder has to Submit the compliance of technical specification along with the technical solution of product offered.

RailTel may ask for conducting POC at Railtel /Secunderbad office for product offered before finalizing the contract to verify the technical compliance.

Chapter III

E-tendering Instructions to Bidders

General

Submission of Bids only through online process is mandatory for this Tender.

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

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the E-NIVIDA Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage –..... (Single/Two) Envelope': In this, bidder has to submit both Technical and Financial bid in single envelope "ONLINE."

E-NIVIDA Helpdesk

Please visit Helpdesk section on E-NIVIDA Portal.

Phone No.: - 011-49606060 / 9205898228

Mail id: - eprocurement@RailTelindia.com

RailTel Contact-1 (for general Information)

Shri. Sanjeeva Kumar: DGM/DC&TP

Telephone : 9949036346

E-mail ID: sanjeeva@railtelindia.com

RailTel Contact-II (for general Information)

Shri. Sanish VG Sr.Manager/DC/SC

Telephone: 938769222

E-mail ID: sanishvg@railtelindia.com

2. Bid related Information for this Tender (Sealed Bid)

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

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Packet (Credential/ Techno commercial Bid & Price Bid in one cover)
4. Online response to Terms & Conditions of Tender.
5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of E-NIVIDA Portal.

2.1 GUIDELINES FOR REGISTRATION

- 2.1.1** Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.combidderRegistration/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.
- 2.1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.1.3** 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.
- 2.1.4** 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.
- 2.1.5** Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.1.6** 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.
- 2.1.7** The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- 2.1.8** 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.

2.2 SEARCHING FOR TENDER DOCUMENTS

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

2.3 PREPARATION OF BIDS

- 2.3.1** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3.2** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 2.3.3** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and

generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.

2.3.4 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.

2.3.5 These documents may be directly submitted from the “My Documents” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

2.4 SUBMISSION OF BIDS

2.4.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2.4.2 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.

2.4.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.

2.4.4 In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

2.4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored(unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

2.4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 2.4.7** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.8** Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 2.4.9** The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

3. Online Submissions:

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

- a)** EMD submission **through E-NIVIDA portal.**
- b)** Tender Cost submission **through E-NIVIDA portal.**
- c)** Power of attorney to be submitted online. Original copy is needed to be submitted by the successful bidder before issuance of LOA, if requested by RailTel.
- d)** In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

4. Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ON LINE

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup in-ternet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

5. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on E-NIVIDA Portal <https://railtel.enivida.com/>. In addition to submitting the e Tender documents online, they should also submit cost of tender document through E-NIVIDA.

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

6.Submission of Offers and Filling of Tender:

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

7. Attendance of Representatives for Tender Opening:

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

* * * * *



Chapter IV
Proformas

Annex-1

Proforma for Performance Bank Guarantee

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: 2nd Floor, B Block, Above Syndicate Bank Rail Nilayam Building, Rail Nilayam, Secunderabad. -500071

2. (Herein after called 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 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. (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.

3. We, Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)**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 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.

4. 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.

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.

We, We, (indicate the 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 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.

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

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

Dated the day of 2023

for
(Indicate the name of the Bank)

Witness

Annex-2

Manufacturer Authorization Form

**Executive Director,
RailTel Corporation of India Ltd.**

Dated:

.....
.....
.....

**Subject: Manufacturer Authorization form (MAF) to M/s for
.....**

Ref: Tender No.....dated.....

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of
.....(Product details), having our registered office at
.....

We hereby authorize M/s (bidder name), Office
..... to participate in bid and subsequently upon
award of the bid to execute the supply and Installation & Commissioning of our range of
products against your above said bid.

We further extend our warranty for years for our range of products offered by
M/s against the above-said bid.

Thanking you,
Best regards,

Authorized Signatory

Annex-3**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

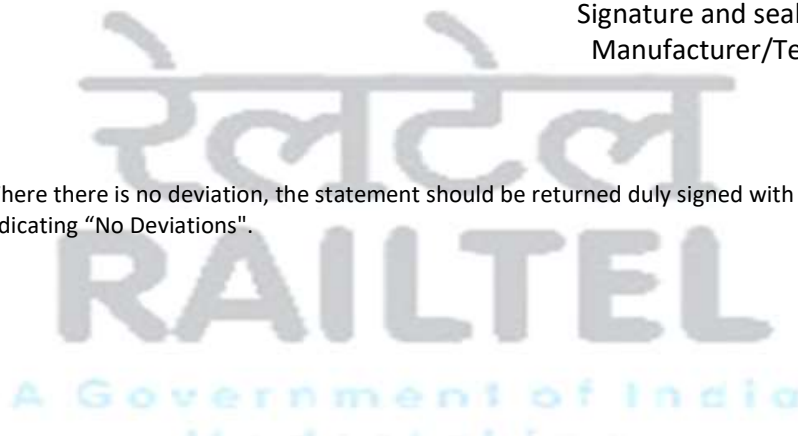
Clause	Deviation	Remarks (including justification)
--------	-----------	--------------------------------------

- (2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks (including justification)
--------	-----------	--------------------------------------

Signature and seal of the
Manufacturer/Tenderer.

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



Annex-4

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 – 500071.

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. Authorized Person Name :
3. Authorized Signatory Details for GST (Name, Email ID
And Phone Number) :
4. Email and Phone No:
5. Name of the Bank :
6. Bank Branch & address :
7. Bank account no :
8. Bank account type (savings / current/Over Draft) :
9. IFSC code :
10. NEFT Code :
11. Agency's Address :
12. Agency's telephone & mobile no :
13. GST Registration Details :
14. PAN No :
15. MSME/NON-MSME :
16. Women Owned(Y/N) :

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 16 above are correct as per our
records.**

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

Annexure :5

Certificate to be submitted to NSIC/MSME bidder

I/We are aware that the exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period.

“I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to----- ----for similar service contracts”.

(Signature of Firm's Authorized Officer) Seal

