



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उपक्रम)

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(CIN: U64202DL2000GOI107905)

“रेलटेल के साथ सिस्को मेक उपकरण के वार्षिक रखरखाव अनुबंध हेतु निविदा दस्तावेज़”

ELECTRONIC TENDER DOCUMENT

FOR

“Annual Maintenance Contract with RailTel for Cisco Make Equipment”

OPEN TENDER

ई-निविदा संख्या : RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009
E-Tender No. RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009

निविदा दस्तावेज की लागत: रु. 2,950/- (कर सहित)
Cost of Tender Document: Rs. 2,950/- (Including Taxes)



RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023
P:011-22900600, F: 011-2290069

खुली E-निविदा न.: RAILTEL/TENDER/OT/CO/ DC/2024-25/ AMC of Cisco/009

Dated: 29.08.2024

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड "सिस्को मेक एक्सेस पॉइंट्स के लिए रेलटेल के साथ वार्षिक रखरखाव अनुबंध" के लिए एकल पैकेट प्रणाली में ई-बोलियां आमंत्रित करता है।

क)	निविदा डाउनलोड करने की प्रारंभिक तिथि	29.08.2024
ख)	बोली प्रस्तुत करने की अंतिम तिथि और समय	20.09.2024 को 15.00 बजे तक.
ग)	ई-बिड खुलने की तिथि और समय	20.09.2024 को 15.30 बजे.
घ)	निविदा की अनुमानित लागत	Rs. 3.01 Cr.
ङ)	बयाना राशि (ईएमडी)#	₹. 6,03,900/- का भुगतान किया जाना है। ई-निविदा पोर्टल के माध्यम से ऑनलाइन रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में।
च)	निविदा दस्तावेज की फीस#	₹. 2,950/- (सभी समावेशी)
छ)	बोलीदाता(ओं)/ओईएम(ओं) को अपने प्रश्न प्रस्तुत करने की अंतिम तिथि	05.09.2024 तक
ज)	प्री बिड मीटिंग	06.09.2024 को 15.30 बजे वीडियो कॉन्फ्रेंस (वीसी) के माध्यम से ऑनलाइन जिसके लिए लिंक रेलटेल वेबसाइट पर प्री-बिड मीटिंग की तारीख से कम से कम 24 घंटे पहले साझा किया जाएगा।

नोट: निविदा सूचना और निविदा प्रलेख रेलटेल की वेबसाइट पर उपलब्ध हैं और www.railtelindia.com या ई-टेंडरिंग पोर्टल <https://www.railtel.enivida.com> से डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://www.railtel.enivida.com> से निविदा प्रलेख की आधिकारिक ऑनलाइन प्रतिडाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि निविदा केवल ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी।

बोली दाता तैयारी, बोली की तैयारी/प्रस्तुति /भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

महाप्रबंधक/आईटीपी

रेलटेल
RAILTEL

OPEN TENDER NOTICE

E-Tender No. RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009
Dated: 29.08.2024

RailTel Corporation of India Ltd. invites E-Bids in Single Packet System for “**Annual Maintenance Contract with RailTel for Cisco Make Access Points**”.

The details are as under: -

a)	Start Date for downloading the Tender	29.08.2024
b)	Closing date for Submission of E-Bids	20.09.2024, 15:00 Hrs online
c)	Date of opening of E-Bids	20.09.2024, 15:30 Hrs online
d)	Estimated Cost of Tender	Rs. 3.01 Cr
e)	Earnest Money Deposit (EMD) #	Rs.6,03,900 (Rupees Six lakh Three Thousand Nine Hundred Only)
f)	Cost of Tender Document #	Rs. 2,950/- (Including Taxes)
g)	Last date to submit the pre-bid queries	05.09.2024
h)	Pre-bid meeting of the tender	06.09.2024, 15:30 Hrs online through Video Conference (VC) for which link will be shared on RailTel Website only atleast 24 Hrs before Pre-bid meeting date.

Eligible MSEs are exempted from cost of Tender Documents and EMD, more details are given in clause 16, chapter-4.

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 e-nivida 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 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.

For RailTel Corporation of India Ltd.

General Manager/ITP

RAILTEL

INDEX

OPEN TENDER NOTICE.....	3
INDEX.....	4
CHAPTER-1.....	5
OFFER LETTER.....	5
CHAPTER- 2.....	6
SCHEDULE OF REQUIREMENT.....	6
CHAPTER-3.....	7
CHAPTER-4.....	8
Annexure-A.....	17
Annexure-B.....	28
CHAPTER-5.....	33
BID DATA SHEET(BDS).....	33
CHAPTER-6.....	34
Form No. 1.....	34
Form No. 2.....	36
Form No. 3.....	37
Form No. 4.....	38
Form No. 5.....	40
Form No. 6.....	42

रेलटेल
RAILTEL

CHAPTER-1

OFFER LETTER

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

Ref: RailTel/Tender/OT/CO/_____

Date:_____

- I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **90 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer AMC of various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to start the work within **120 days** from the date of issue of Purchase Order/LOA. 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.
- A sum of Rs. _____ (_____ amount in words _____) through e-Nivida Portal herewith submitted as “**EMD**”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **specified days as per tender** after issue of Purchase Order/LOA.

or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready,

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF ONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2.

CHAPTER-2

SCHEDULE OF REQUIREMENT

**(Price Schedule)
AMC of CISCO Equipment's**

SN.	Item No.	Unit	Qty	AMC Unit	GST @	Total AMC Cost for		
				Basic Price for three years (in Rs.)		% (in Rs.)	three years C.I.P. destination (in Rs.)	In fig.
	Items							
1	AMC of Router (CISCO ASR1009-X) for 3 years.	No.	4					
2	AMC of L3 Switch with redundant power supply (CISCO N9KC93180YC-FX) for 3 years.	No.	4					
3	AMC of Next Generation Firewall (CISCO FPR9K-SM44-FTD and FMC2500) for 3 years.	No.	4					
4	AMC of Network Behaviour Analysis (CISCO ST-FR-BUN and Tetration) along with 8 HCI Nodes Cisco Hyperflex HX240c M5 Node for 3 years.	No.	2					
5	AMC of Fabric Controller (CISCO APIC-CLUSTER-M3) for 3 years.	No.	2					
6	AMC of Core / Spine Switch (CISCO N9K-C9364C) for 3 years.	No.	4					
7	AMC of Internet Firewall (CISCO FPR4110-BUN) for 3 years.	No.	4					
Total:								

Note:

- (i) Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc.
- (ii) Tenderer to give the detailed Bill of Material including break up of total unit cost of each item.
- (iii) The breakup of price of each item of SOR in terms of basic Unit price, Taxes, and any other Levies/chargers already paid or payable by the firm shall also be quoted separately.
- (iv) RailTel has its discretion to freely change the location of the equipment installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.
- (v) RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.
- (vi) All the Items should be quoted with three years AMC support (8X5 NBD).
- (vii) GSTIN ID of vendor from where goods/services will be supplied.

CHAPTER-3

SCOPE OF WORK

1.1 Name of the Work
AMC of CISCO Equipment's for Data Centre.

1.2 Scope of Work:

The broad scope of work is to carry out the AMC of Routers, switches, firewall, fabric controller, NBA etc. of data center installed in Gurgaon and Secunderabad. The work includes provision of technical support, Repair/Replacements and return of defective hardware, and site visit by experts in case of complex failures. These equipment's will include the Routers, Switches, firewall, NBA, fabric controller etc. This Annual Maintenance Contract will cover the provision of remote as well as on-site services (in case of emergency like situations requiring deputing the competent technical resources to attend the failures) to be provided by the contractor. This document will also cover the Hardware Replacement and Return services for the rectification of defective modules/cards/parts etc. which are the key tools in use for uninterrupted traffic. The support for AMC must be 8X5 NBD. It also includes the Key Performance Parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- i) Technical Support Service.
- ii) Hardware Repair/Replacement Service.
- iii) Software updates /OS Updates.

1.3 Detailed Scope of Work

The detailed scope of work covered under this tender is available as Annexure- A of Chapter-4.



CHAPTER-4

TERMS & CONDITIONS

1. The bidder (Authorized Partner of the OEM) shall complete the offer letter(Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating description of the items, quantity and prices etc.
2. Specific acceptance from Bidder and OEM is required to be enclosed as per Form no. 2 and 3 respectively, for Long Term Maintenance Support/AMC. Any deviation / non acceptance may lead to rejection of the bid summarily.
3. Detailed standard conditions given in Annexure-A shall be applicable for the Annual Maintenance Contract between RailTel and the Contractor.

4. Qualification Criteria:

Qualifying criteria under this clause lays down minimum acceptable qualifications to successfully complete the project. Bids from bidder not meeting these qualification criteria shall be summarily rejected.

SN	Basic Requirement	Eligibility Requirements	Criteria	Supporting Document Required
1.	Legal Entity	<p>The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years.</p> <p style="text-align: center;">OR</p> <p>The bids from Consortium/ Joint Venture entity are also allowed.</p>		<p>Certificate of Incorporation / Registration</p> <p style="text-align: center;">or</p> <p>Memorandum of Association (MoA)</p> <p>In case of JV / Consortium Agreement for Consortium/ Joint Venture.</p>
2.	Financial Capability	<p>The bidder should have received a minimum cumulative contract amount of Rs. 4.51 Cr. from the operations in the last three financial years plus current year up to the date of opening of tender.</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount.</p>		<p>Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
3.	Technical Capability	<p>The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month</p>		<p>Completion certificates with Satisfactory working and value of the work completed from the</p>

SN	Basic Requirement	Eligibility Requirements	Criteria Supporting Document Required
		<p>previous to the one in which tender is invited:</p> <p>One similar work# each costing not less than the amount Rs. 1.80 Cr, or Two similar works# each costing not less than the amount Rs. 1.20 Cr., or Three similar works# each costing not less than the amount Rs. 90 lakhs.</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender:</p> <p>Single order of similar work# for an amount Rs. 1.05 Cr., or Two orders of similar work# for an amount Rs. 60 lakhs, or Three orders of similar work# for an amount Rs. 45 lakhs.</p> <p># Similar Work: Projects of Supply/AMC of Hardware /Software Solution items in Government / PSUs / Telecom Service Providers network/ISP Network/ Public listed company.</p>	<p>User Organizations is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>Past Experience details to be attached with Bid.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>
4.	No Black Listing	The bidder including Sub contractors should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	Self-Declaration by the Bidder on Company's letter head

SN	Basic Requirement	Eligibility Requirements	Criteria	Supporting Document Required
5.	Bidder Type	The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation.		Undertaking to be submitted by the Bidder
6.	MAF	Bidder should have authorization specific to this tender from respective OEM as per Form no. 4 of Chapter-6.		MAF as per Form no. 4 of Chapter-6.

5. Taxes & Duties

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 In case of incorrect reporting of the supply 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. Thesame provisions shall be applicable in case of debit/credit notes.
- 5.6 Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 5.7 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.
- 5.8 In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.
- 5.9 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 ifany and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, providedsuch payments, if any, is not, in the opinion of RailTel

RailTel Corporation of India Ltd. Tender No. RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009
attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

5.10 Evaluation Criteria:-

Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.

On reverse charge by RailTel, wherever applicable.

6. Execution of LOA/Purchase Order

6.1 The quantities of items indicated in the schedule of Requirements, are indicative. Purchaser will issue an LOA/Purchase Order to the successful bidder for the quantities indicated in Schedule of Requirements. The contractor will have to honour all the SPOs/POs issued and complete the work as per conditions mentioned in the tender document.

6.2 The issue of LOA/Purchase Order in favour of the successful bidder shall constitute the intention of the purchaser to enter into contract with the bidder.

6.3 The successful bidder has to submit the copy of the LOA/Purchase order duly signed on each page including Annexures as a token of acceptance & will submit the Performance Bank Guarantee as per Clause no. 7.3 of Annexure-A for due fulfillment of the LOA/PO.

6.4 Bidder shall furnish documentary proof of back to back arrangement with OEM for Long Term Maintenance Support within 30 days after issue of LOA/PO.

6.5 In the event of any tenderer whose tender is accepted and refuses to execute the LOA/PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order / LOA and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

7. Annulment of Award

Failure of the successful bidder to comply with the requirement of various clauses of tender document shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.

8. Earnest Money Deposit (EMD)/Bid Security

All the Bidders are required to deposit EMD amount of Rs. 6,03,900/- as “Earnest Money” through RTGS/Internet Banking.

The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit).

- 8.1** Offers without complete amount of Earnest Money shall be summarily rejected
- 8.2** Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
- 8.3** The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/PO.
- 8.4** Bank Details for RTGS / Internet Banking for submission of EMD is given below:

Account Number	340601010050446
IFSC	UBIN0534064
Bank & Branch	Union Bank of India, Yusuf Sarai Branch, New Delhi
Account holder Name	RailTel Corporation of India Limited

- 8.5** Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid.
- 8.6** No exemption on EMD will be given to traders/ distributors/ sole agent as per Public Procurement Policy for MSEs Order,2012.
- 9. Clause wise Compliance**
Clause-wise compliance statement of all the terms & conditions of tender document, including addenda/corrigenda, if any shall be enclosed with the offer along with other documents in support of relevant clauses.
- 10. Governing Laws**
The LOA/Purchase Order 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.
- 11. Risk & Cost**
If the contractor fails to deliver the equipment/services or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase order/contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods/services similar to those undelivered at no risk and cost to contractor. However, the security deposit of tenderer shall be forfeited/ Performance Bank Guarantee shall be encashed. The failed tenderer shall not be permitted to take part in the tender for balance work.
- 12. Limitation of Liability**

The Maximum Liability of tenderer to any Loss/Damages to RailTel including Performance Guarantee shall be limited to 100% of Value of contract.

13. Termination for Insolvency

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

14. Submission of Offers

14.1 All offers in the prescribed forms should be submitted online before the time and date fixed for the receipt of the offers. If online bid is not found on E-tendering Portal at the time of online Tender Opening Event (TOE), physical envelope containing offline documents will be returned unopened to the bidder during TOE itself or after TOE in case bidder's representative is not present during TOE.

14.2 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

14.3 ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

14.4 The tenderer shall submit digitally signed copy of Tender Document / Corrigenda downloaded from e-Tendering Portal.

14.5 The offer shall be submitted in single packet for Technical as well as Commercial / Price Bid as per instructions given in Annexure-B. The bid shall consist of the following:-

- 1) Offer Letter complete.
- 2) Schedule of Requirements shall contain the price of each item quoted exactly according to the proforma and schedule of requirements.
- 3) Earnest Money in prescribed form.
- 4) Tender Cost in prescribed form.
- 5) Constitution of Firm and Power of Attorney.
- 6) Specific authorization addressed to RailTel from the OEM for participation of their Authorized Partner (Form no. 4, Chapter-6).
- 7) Audited balance sheet duly attested by Notary Public.
- 8) Tenderer should submit the soft copy (Word/Excel/PDFs format) of offer online on e-Tendering Portal. Bill of Material (BOM) and compliances must be in PDF as well as Excel format.
- 9) Clause wise compliance to tender conditions including addenda/corrigenda, if any.
- 10) Declaration for Long term maintenance support as per Chapter 6, Form no. 2 & 3.
- 11) Documentary proof of registration for being eligible MSE, if applicable.
- 12) Any other information desired to be submitted by the tenderer.

15. Constitution of Firm and power of Attorney

15.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

15.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

15.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

15.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

15.5 The duly notarized Power of Attorney shall be submitted in original or duly signed.

16. For Micro and Small Enterprises (MSEs)

16.1 Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.

16.2 MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.

16.3 The MSEs must also indicate the terminal validity date of their registration.

16.4 Failing 16.2 and 16.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

17. Opening of Tender

Tenderer's Bid will be opened on specified date & time as mentioned in BDS Chapter 5 of the tender in presence of such Tenderers / Representatives who choose to be present.

18. Non-Transferability & Non-Refundability

The tender documents are not transferable. The cost of tender paper is not refundable.

19. Errors, Omissions & Discrepancies

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due

RailTel Corporation of India Ltd. Tender No. RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009 to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

20. Wrong Information by Tenderer

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

21. The envelope containing any offline documents shall be addressed to the Purchaser at the following address:

**General Manager/ITP
RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurugram-122003**

22. The envelope shall bear name of the tender, the tender no. and the words “DO NOT OPEN BEFORE” (due date).
23. Offer / Bid should be submitted online as per instructions given in Annexure-B.
24. In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

25. Credential Verification:

- 25.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

- 25.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter-6 of this tender document (Form No. 3). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.

b. In case of any wrong information submitted by the tenderer, the contract shall be

RailTel Corporation of India Ltd. Tender No. RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009 terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

26. Mandatory updation of Labour Data on Railway's shramikkalyan portal:

26.1 Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyam.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyam portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyam portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient of engaged contractual labour & payments made thereof after each wage period.

26.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyam portal at 'shramikkalyam.indianrailways.gov.in' till _____ Month _____ Year."

27. For Micro and Small Enterprises (MSEs):

27.1 "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

27.2 MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be

- 27.3** MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- 27.4** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.



**Detailed standard conditions applicable for the Annual Maintenance Contract
(Clause 3, Chapter-4 of Tender Document)**

1.0 Introduction

This document contains the standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor. Contractor is defined as the company who has entered into Annual Maintenance Contract (AMC) with RailTel for products/equipment's deployed over the RailTel telecommunication network and the warranty of these equipment's has expired or going to expire shortly. All the equipment's / cards / modules given in SOR will be covered under this contract. Any addition or deletion will be decided mutually by RailTel and the contractor. This Annual Maintenance Contract will cover up the provision of remote services to be provided by the contractor for proper working of Network created through Juniper make equipment's or other equipment's purchased as per recommendations of M/s Juniper. This document will also cover up the Repair and Return / Replacement services for the rectification of defective modules/cards/parts etc. which are the key tools in use for uninterrupted traffic. It also includes the Key performance parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- **Technical Support service.**
- **Repair and Return / Replacement Service.**
- **Software Updates.**

2.0 Basic Definitions and terminology Used:

RailTel: RailTel Corporation of India Limited having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 and Corporate Office at Plot No. 143, Institutional Area, Sector-44, Gurugram-122003.

Contractor: Contractor means firm/company who has entered into Annual Maintenance Contract (AMC) with RailTel for Long Term Maintenance Support of equipments deployed over the Telecommunication Network of RailTel.

OEM: OEM (Original Equipment Manufacturer) means firm/company whose equipment are proposed to be covered under the AMC through this tender, details are given in SOR (chapter-2).

TSC: Technical Support Center created by the Contractor/OEM for 2nd level support.

TEC: Telecom Excellence Center created by the Contractor/OEM for 3rd level support.

WC: Welcome Center of Contractor/OEM through which the RailTel may interact with Contractor/OEM.

AR: Assistance Request created by WC of Contractor/OEM for a specific request of RailTel which will be used for all references until its closure and also for future correspondence.

Maintained Products: Details of equipment's with location wise deployment and serial identification numbers to be incorporated in a statement jointly signed by RailTel and Contractor, which will be covered under AMC contract.

Severity Levels:

Severity Levels are defined as the condition of the system when RailTel submits an Assistance Request (AR). There are three severity levels for reported problems. Severity levels are defined as follows:

“Critical” (also known as Severity Level 1, SL1): The system is inoperative and RailTel's inability to use the product has a critical effect on RailTel's operations. This condition is generally characterized by complete system failure and requires immediate correction.

“Major” (also known as Severity Level 2, SL2): The system is partially inoperative but still usable by RailTel. The inoperative portion of the product severely restricts RailTel's operations, but has a less critical effect than a severity level 1 condition.

“Minor” (also known as Severity Level 3, SL3): The system is usable by RailTel, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall RailTel operations.

RailTel shall inform the severity based on above definitions, at the time of opening of AR with Contractor/OEM's TSC. If TSC feels to disagree on the severity, may discuss with RailTel on correction of severity. Where parties disagree on the classification of a particular reported problem, RailTel and Contractor/OEM's technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event, the parties are unable to reach agreement on the classification, the reported problem shall be classified at the discretion of RailTel.

Key Performance Indicators (KPIs):

The key performance indicators (KPI) established by contractor and RailTel, are dependent on the severity level of the request as reported by RailTel to the TSC through telephone. Contractor's KPIs extend to Maintained Products running on a currently supported software version release only. These are KPIs which will decide the penalties to be imposed on contractor if he fails to achieve the fixed parameter for both remote services and Repair & Return services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor/OEM's welcome center of a reported problem to when contractor's/OEM's expert attempts to contact RailTel via telephone or preferred contact method as defined when submitting the request.

“Restore Time” (also known as Remote Neutralization) means a measure of the length of time from when contractor/OEM is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor/OEM

provides the means to return a system to operational status. This will be applicable only for services impacting cases. Travel time of field's engineers or TSC engineers and spare arrangement times will be excluded in this.

Resolve Time (Also known as Final Resolution Time) means a measure of the length of time from when RailTel first notifies the contractor/OEM's welcome center to the time when a solution to address the issue is made available to RailTel. This may or may not occur simultaneously with Restore Time.

Patch Releases/Maintenance Releases:-

"Patch Release" means a software release that contains minor modifications to address a specific problem and help restore a system. A Patch Release may also be known as "Craft Release".

"Maintenance Release" means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer's technical specification. Typically they are comprised of a collection of Patch Releases. Maintenance Release may also be known as an "Update Release" or a "Point Release".

3.0 Technical Support Service:-

During this AMC period, whenever needed, RailTel may contact the Contractor's Support center (WC) through a dedicated phone no. or e-mail address or Web for every issue or request. The Welcome Center of the Contractor (WC) and OEM will be available 24 hours a day and 365 days of the year. Welcome Centre creates the Assistance Request (AR) in the database and this AR will be used for all future correspondence /references and it will route to either for Repair or Return services or to Technical support center (TSCs) for remote assistance. These level 2 services provided through Technical support center may escalate to Technical Experts centre or to OEM dedicated technical support centers (for OEM support for hardware and /or software portion of the products).

The Welcome Centre of contractor (WC) keeps track of the assistance request (AR) or part request until closure.

Normally RailTel will contact WC of the Contractor for reporting any issues related to its network. But, in some emergency cases when it is not possible to contact WC or concerned team of contractor, RailTel shall report/escalate the issue directly to the OEM. For this purpose, bidder shall submit its escalation matrix along with the escalation matrix of the OEM.

3.1 Contractor's responsibilities:

Contractor/OEM shall login RailTel Network in support of product related questions troubleshooting assistance, diagnostic procedures, and Patch & Maintenance Releases, as are made available, to restore and resolve network troubles. The following services will be provided:

- 3.1.1 Troubleshoot network problems via phone, virtual private network, or modem connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.

- 3.1.2 Provide technical advice and guidance via telephone or email by Contractor's product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.
- 3.1.3 Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.
- 3.1.4 For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.
- 3.1.5 Not Used.
- 3.1.6 The Incharge of DataCenters (DC/DR) shall fill up the history sheet containing the statistics about the health of equipments installed at the concerned site and send areport, on monthly basis. Based on this history sheet the contractor shall analyze the health report of each site and if something alarming or unusual is noticed, shall advise the DC staff of RCIL to take necessary actions for preventive maintenance of such equipments. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

3.1.7 Software Update:

RailTel will be extended the benefits of software updates made by OEM on the installed systems on existing release from time to time to improve performance.If required to restore or rectification of severe problems all the software up- gradation, re-installation will be done by contractor during the period of AMC.

3.2 RailTel Responsibility:-

When reporting an AR, RailTel shall include Severity Level of problem and output of any diagnostic, printed logs, already performed to help reproduce the conditions under which the trouble occurred. Identify site ID or contact number, submitter name & location, callback telephone number and/or email address, system name and location, processor location, type and serial number, and alternate contact.

- 3.2.1 RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.
- 3.2.2 RailTel will provide remote access to Contractor/OEM's TSC to access their network through a secure connection.
- 3.2.3 RailTel will perform first level diagnostics before handing over the ticket to the Contractor. RailTel will share all network layouts, link details etc which may be needed by Contractor

to help troubleshooting the issue.

3.2.4 RailTel will provide all necessary documents for repair of cards.

3.2.5 RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipments etc. to give remote access to Contractor.

4.0 Repair and Return / Replacement Services

4.1 Repair / Replacement

4.1.1 Contractor's Responsibility:-

- The Contractor will take- over the defective cards/SFPs from each of the RailTel DC/DR and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
- After receiving a defective part request from RailTel through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel DC/DR. All the documentation including identification number (Serial number) will be provided by RailTel.
- There will be initial one time activity of all existing faulty cards being repaired by Contractor before commencement of the AMC. AMC will cover only equipments which are in working condition. The list of existing faulty cards/parts will be shared by RailTel with the contractor.
- **Delivery Period:** The received defective part will be got Repaired/Replaced by the contractor in NBD. The contractor will also give probable reason for repeated failure cards/modules.
- The penalties mentioned in clause 5.2 below will be applicable for not replacing the faulty part within mentioned time period. The contractor will also give probable reason for repeated failure of cards/ modules.

Uninterrupted Network: For smooth and uninterrupted traffic during the repair / replacement being carried out by the contractor.

1. RailTel will use its own spare card if faulty card is not replaced immediately by the contractor.
2. All transportation, freight and insurance charges will be borne by the contractor.
3. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

4.1.2 RailTel's Responsibility

RailTel will hand over the defective card/SFP/Parts/etc. to the contractor's authorized representative at each of the RailTel DC/DR along with the following relevant information &

documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.
- All relevant documentation including failure description, diagnostic test results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.
- Perform a physical check test on the repaired parts.

4.2 Return

If any part goes beyond repair due to Contractor at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as “unworkable”. If it will be required to deploy a new part on that location that will be provided by the contractor to RailTel free of cost. To achieve this and to fulfil replacement service, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused parts. Any such parts will be not-repairable and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the cards are non-repairable due to these reasons.

5.0 Services Level Agreement Values (SLA):

As described above, if the contractor fails to provide the Technical Support Services and Repair / Replacement services within the reasonable time, the following KPIs will be used:

5.1 Technical Support Services:

During this AMC period, whenever needed, RailTel may contact the Contractor’s/OEM Support center through a dedicated phone no. or e-mail address or Web for every issue or request. The support Centre of the Contractor will be available 24 hours a day and 365 days of the year.

5.2 Repair and Return / Replacement Services:

During LONG TERM MAINTENANCE SUPPORT, if the Bidder fails to replace card/Part within 10 Working days as in para 4 above, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than NBD and up to one week (from the date of receipt)	2% of the cost of affected part/module
All Modules and accessories	More than one week and upto two weeks (from the date of receipt)	5% of the cost of affected part/module
All Modules and accessories	More than two weeks and upto three weeks	8% of the cost of affected part/module

	(from the date of receipt)	
All Modules and accessories	More than three weeks (from the date of receipt)	10 % of affected part/module

Note:

1. In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost.
2. OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.

6.0 Deleted

7.0 General Conditions of Contract:

7.1 Period of AMC / Validity of Contract

This Annual Maintenance Contract will be valid for a period of 3 years from the date of issue of LOA for AMC.

RailTel at its discretion is free to change the location of the equipment's installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.

7.2 Earnest Money Deposit (EMD)/Bid Security: As per clause 10, chapter-4 of tender document.

7.3 Performance Bank Guarantee (Security Deposit):

- i) The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @10% of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, 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. This PBG should be from a Scheduled Bank and should cover warranty/AMC period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty/AMC obligations under the contract. PBG claim period should also be till 1 year after PBG Validity.
- ii) The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- iii) The Performance Bank Guarantee (security deposit) will bear no interest.
- iv) This PBG would be released after satisfactory completion of AMC contract plus 4 months.
- v) 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 own 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.

vi) The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the contractor.

vii) A Performance Bank Guarantee (PBG) shall be furnished within 30 (thirty) days of issue of LOA/PO and it should be valid for a period of 40 months initially and shall be renewed on annual basis. PBG shall remain valid for a period of 4 months beyond the date of completion of all warranty/AMC contract obligations of the Bidder.

7.4 Offer/Bid Prices and Taxes:

- The prices for the services shall be in INR which will be the currency of account invoicing and payment.
- If in respect of the provision of services, Contractor has to pay the additional admissible taxes, the same will be get reimbursed after receiving documentary proof by RailTel.
- Price will not include the cost of any financing (if any).

7.5 Payment Terms:

7.5.1 AMC charges shall be paid on quarterly basis by RailTel after successful completion of maintenance support of that quarter on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- Invoice.
- Monthly trouble ticket & repair report.
- Supporting documents for back to back arrangement with OEM for Long Term Maintenance Support for complete AMC period for full quantity of all the items covered in the SOR along with serial numbers.

7.5.2 Accounting unit/Bill passing unit for SOR items is GM/ITP. All Bills shall be submitted to the GM/ITP for certifying and verification and onwards submission to Finance Department of RailTel for releasing the payment.

7.5.3 Monthly reports will be shared with RailTel regularly. Format will be mutually decided by RailTel and Contractor.

7.6 Execution of contract

The In charge of DC/DR or his nominated representatives will be responsible for the execution of the contract under their respective jurisdiction. Certificate regarding proper execution of the AMC along with proposed deductions/penalties with reasons thereof shall be prepared for every billing cycle (quarterly) for arranging payment to the contractor.

7.7 Validity of Offer:

The tenderer shall keep the offer open for a minimum period as mentioned in the BDS. Within

that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.

7.8 Rates During Negotiation:

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation of withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

7.9 Tenderers Address

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

7.10 Not Used

7.11 Law governing the contract:

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulation or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

7.12 Force Majeure clause:

If at any time, during the 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/regulation, order of requisitions issued by any Government Department of 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 twentyone 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 of 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 to 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.

7.13 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

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

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, 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.

7.14 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

7.15 SETTLEMENT OF DISPUTE AND ARBITRATION:

If any matter arises between the parties about this agreement then the parties shall meet to

discuss the matter and shall negotiate in good faith to endeavor to resolve the matter; however if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party then the matter shall be submitted by either party to Arbitration.

- 7.15.1 Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.
- 7.15.2 The arbitration shall be conducted by a sole arbitrator mutually appointed by RailTel and the bidder.
- 7.15.3 The arbitration proceedings shall be conducted in the English language.
- 7.15.4 The decision of the arbitrator thereon shall be final, conclusive and binding on both the parties to the Agreement.
- 7.15.5 Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.



Annexure-B

E-TENDERING INSTRUCTIONS TO THE BIDDERS

1 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- i. Following are the instruction for online bid submission as per the term and conditions:

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>.

2 REGISTRATION:

- 2.1 Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal (Approx Rs.2360/-) Per vendor/per year.
- 2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3 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 bidder.
- 2.4 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.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 2.6 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.
- 2.7 The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.
- 2.8 After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id ewizardhelpdesk@gmail.com for activation of your account.

3 SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor 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.

4 PREPARATION OF BIDS:

- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 4.3 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 colored option which helps in reducing size of the scanned document.
- 4.4 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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- 4.5 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.

5 SUBMISSION OF BIDS:

- 5.1 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 any issues.
- 5.2 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.
- 5.3 Bidder has to select the payment option as "Online Payment" to pay the tender fee as applicable and enter details of the instrument.
- 5.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white

Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- 5.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.8 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.
- 5.9 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.

6 ASSISTANCE TO BIDDERS:

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

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

- i. Helpdesk landline No: 011-49606060
- ii. Mr. Amrendra (9355030628)
- iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Neha Singh: DGM/ITP

Telephone 9717644462

E-mail ID: neha.singh@railtelindia.com

RailTel Contact-II (for general Information)

Rajeev Kumar: Sr. DGM/ITP

Mobile: 9717644419

E-mail ID: rajeevkumar@railtelindia.com

7 BID RELATED INFORMATION FOR THIS TENDER

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

Broad outline of submissions are as follows:

- i. Submission of digitally signed copy of Tender Documents/Addenda
- ii. Single Packet
- iii. Online response to Terms & Conditions of Tender.
- iv. (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 RailTel E-Nivida Portal.

8 ONLINE SUBMISSIONS:

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

- a) Tender Cost submission as per details mentioned in tender notice.
- b) Power of attorney to be submitted online. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- c) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

9 SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

Eligibility criteria related documents as applicable shall also be scanned and submitted "ONLINE"

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 internet 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 reschedule the affected event(s).

10 INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:

The RailTel Tenders are published on www.railtelindia.com and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com/>.

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

11 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 RAILTEL E-NIVIDA Portal.

12 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- 5**BID DATA SHEET (BDS)**

The section consists of provisions that are specific to various Clauses of the tender document TERMS & CONDITIONS, CHAPTER-4.

Clause	Description
Clause 7.1, Annexure-A	Period of AMC / Validity of Contract Annual Maintenance Contract will be valid for a period of 3 years from the date of issue of LOA for AMC.
Clause 7.3, Annexure-A	Performance Bank Guarantee (Security Deposit) The contractor is required to submit a Performance Bank Guarantee (PBG) within 30 days from the date of issue of LOA for AMC @ 10% of the Long Term Maintenance Support cost of 3 years quoted by the tenderer (rounded off to nearest thousands of Rupees) valid for a period of 3 years from the date of issue of LOA.
Clause 7.4, Annexure-A	Offer/Bid Prices The prices for the services shall be in INR which will be the currency of account invoicing and payment.
Clause 7.5.2, Annexure-A	Accounting/Bill passing unit GM/ITP
Clause 7.7, Annexure-A	Validity of offer 90 days.
Clause 8, Chapter-4	Earnest Money Deposit (EMD)/Bid Security Rs. 6,03,900/-
Clause 14.1, Chapter-4	Last Date of Submission of Offer Date: 20.09.2024 Time: 15:00 hours
Clause 17, Chapter-4	Date of Opening of Tender Date: 20.09.2024 Time: 15:30 hours

Note: If the details given in BDS contradict with referred clause in the detailed tender document, the details in BDS will have overriding priority over the referred clause in the tender document.

CHAPTER- 6

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, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 and Corporate Office at Plot No. 143, Institutional Area, Sector- 44, Gurugram-122003 (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA 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 inthe said Agreement, on production of a Bank Guarantee for Rs. (Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without anydemur, 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.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(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) / Tenderer(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

RailTel Corporation of India Ltd. Tender No. RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009 discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. 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 effect of so relieving us.

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

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

Dated the day of 2024

for
(indicate the name of the Bank)

Witness

1. Signature
 Name

2. Signature
 Name



Form No. 2

**PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed by the SI/Bidder/Authorized Partner of OEM)**

To,

The Director,
RailTel Corporation of India Limited

I / Wehereby confirm that we have read specifications & tender conditions of RailTel Tender No. and accept that against the requirement of Long Term Maintenance Support as per Tender No. RailTel/Tender/OT/CO/DC/2024-25/AMC of Cisco/009 shall be met by us. I / We have gone through the requirement mentioned in the Tender document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document. We hereby undertake that the prices quoted for Long Term Maintenance Support/AMC are sustainable. I/We further undertake that I/We shall arrange OEM along with Authorization from their Organization to RailTel's Gurugram Office for countersigning the AMC offer, within one calendar week post opening of PriceBids, when called upon to do so by the RailTel. The full value of Earnest Money shall be forfeited in case AMC offer is not countersigned by the OEM within stipulated time.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.

2.



Form No. 3

**PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed by the OEM)**

To

The Director,
RailTel Corporation of India Limited

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that against the requirement of Long Term Maintenance Support as per RailTel/Tender/LT/CO/DC/2024-25/AMC of Cisco/009 shall be met by our authorized partner, M/s However if our authorized partner, M/s fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided **by us directly or through our other authorized partner / subsidiary in India** for the mentioned/remaining period at the quoted prices by the bidder. I / We have gone through the requirement mentioned in the Tender document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.
2.



Form No. 4

Performa for Manufacturer Authorisation Form

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

Dated:

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

Subject: Manufacturer Authorisation 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 authorise 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,

Authorised Signatory



Form No. 5

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-

The paper has to be in the name of the tenderer) **

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com, <https://railtel.enivida.com/>, I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with

forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.



Form No. 6

CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY

The tenderer is required to submit offer as per following checklist of submitted documents:

SN	Item / Clause of Tender Document	Details / Remarks
1	Signed Copy of Tender Document / Corrigenda	
2	EMD & Cost of Tender document	
3	Soft copy (Word/Excel/PDFs format) of offer online on e-Tendering Portal. Bill of Material (BOM) and compliances must be in PDF as well as Excel format (Clause 14.5(8), Chapter-4 of Tender Document)	
4	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)	
5	Duly Notarized Power of Attorney to Signing the Bid(Clause 15.5, Chapter 4 of Tender Document)	
6	Digitally Signed Copy of Tender Document/Corrigenda (Clause-14.4, Chapter-4A of Tender Document)	
7	Clause wise compliance statement of all the terms & conditions of tender document, including addenda/ corrigenda, if any (Clause 9 of Chapter-4 of Tender Document)	
8	Form no. 2 (Undertaking for Long Term Maintenance Support from Bidder / Authorized Partner of OEM) (Clause 2, Chapter 4 of Tender Document)	
9	Form no. 3 (Undertaking for Long Term Maintenance Support from OEM) (Clause 2, Chapter-4 of Tender Document)	
10	Form no. 4 (Manufacturer Authorization Form) (As per Point no.6, Clause 4, Chapter-4 of Tender Document)	
11	Form no. 5 (Credential Affidavit) (As per Clause 25, Chapter-4 of Tender Document).	
12	Eligibility criteria as per Clause-4, Chapter-4 of Tender document.	
13	Schedule of Requirements (with price) (Clause 14.5 (2) of Chapter-4 of Tender Document).	
14	Documentary proof of registration for being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME (Clause 16, Chapter-4 of Tender Document)	
15	Price Bid for Schedule of Requirement as per Chapter-2	

...END of Tender Document...
