रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम)

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

ELECTRONIC TENDER DOCUMENT

FOR

"Appointment of an Agency for supply, installation, configuration, operations and maintenance of ICT infrastructure at RailTel Data Centre(s)"

OPEN TENDER

E-निविदा संख्या RailTel/Tender/OT/CO/DNM/2017-18/DC Procurement/383
E-Tender No. RailTel/Tender/OT/CO/DNM/2017-18/ DC Procurement/383

निविदा दस्तावेज की कीमत: रु. 2,500/- (टैक्स सहित)
Cost of Tender Document: Rs. 2,500/-(Including Taxes)

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OPEN TENDER NOTICE

E-Tender No. RailTel/Tender/OT/CO/DNM/2017-18/ DC Procurement/383 Dated: 5th May 2017

RailTel Corporation of India Ltd. invites E-Tenders in Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) System for **"Appointment of an Agency for supply, installation, configuration, operations and maintenance of ICT infrastructure at RailTel Data Centre(s)"**.

The details are as under: -

a)	Start Date for downloading the Tender	5th May 2017
b)	Closing date for Submission of E-Bids	Up to 15:00 hours of 6th Jun 2017
c)	Date of opening of E-Bids	At 15:30 hours of 6th Jun 2017
d)	Approximate Cost of Tender	11 Cr. (Approx)
e)	Earnest Money Deposit (EMD) #	Rs. 7 Lakhs *
f)	Cost of Tender Document #	Rs.2,500/- * (Including Taxes)
* These will be payable by Bank Draft in favor of RailTel Corporation of India Limited, New Delhi.		

Eligible MSEs are exempted from cost of Tender Documents and EMD, more details are given in clause 12.7, Section - II.

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://www.tcil-india-electronictender.com**. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's 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 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.
This tender is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel before or along with the bids.

Tender received without signed copy of the Integrity Pact document as instructed in Clause 36.0, Section – III, shall be liable to be rejected.

For RailTel Corporation of India Ltd.

(A K Sablania)
Group General Manager/DNM

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SECTION I - Invitation for Bids

1. This invitation to bid is for "**Appointment of an agency for supply, installation, configuration, maintenance and operations of ICT infrastructure for establishment of a Data Centres".**
2. The Tenderers are advised to study the Tender Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications. Sealed Tenders prepared in accordance with the procedures enumerated in **Clause 1** of ***Section II – Instructions to Tenderers*** should be submitted not later than the date and time laid down, at the address given under **Clause 5** below.
3. All bids must be accompanied by **Tender Fee of Rs. 2,500/- (Two Thousand and five hundred)** & **Earnest Money Deposit (EMD) of Rs. 7,00,000 (Seven lakhs only)** The EMD should be submitted in the form of a Demand Draft drawn in favor of M/s RailTel Corporation of India Limited payable at New Delhi.
4. This tender document is not transferable.
5. Schedule for Invitation and other arrangements with respect to the Tender -
   a) Name of the Purchaser:

      Railtel Corporation of India Limited (Railtel)

   b) Contact person and details

      Mr. Pawan Kumar Sharma
      Railtel Corporation of India Limited (Railtel)
      Plot No. 143, Institutional Area,
      Sector-44, Gurugram,
      Haryana 122003
      TELEPHONE NO. 9717644497
      Email id: pawan@railtelindia.com

   c) Last Date for submission of queries (clarifications) for Pre-bid Meeting through email.: Email id: pawan@railtelindia.com Date: 17th May 2017 up to 16:00 hours (IST).No oral queries (clarifications) will be entertained

   d) Venue, Time and Date of Pre-bid Meeting:

      Railtel Corporation of India Limited (Railtel)
      Plot No. 143, Institutional Area,
      Sector-44, Gurugram,
      Haryana 122003, INDIA.

      At 15:30 hours (IST) on 23rd May 2017

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e) Venue, Time and date for submission of bid

Railtel Corporation of India Limited (Railtel)
Plot No. 143, Institutional Area,
Sector-44, Gurugram,
Haryana 122003, INDIA.

For procedure of submission of bids refer Section II – Instruction to Tenderers.

f) Venue, Time and Date of Opening of the Eligibility Criteria bids

Railtel Corporation of India Limited (Railtel)
Plot No. 143, Institutional Area,
Sector-44, Gurugram,
Haryana 122003, INDIA.

On or before 15:30 hours (IST) on 6th June 2017

g) Venue, Time and Date of Opening of the Technical bids

Railtel Corporation of India Limited (Railtel)
Plot No. 143, Institutional Area,
Sector-44, Gurugram,
Haryana 122003, INDIA.

Date & Time will be intimated to qualifying Tenderer(s) by RailTel through Fax./Email and/or by letter through post.

h) Venue for the Opening of the Commercial bids

Railtel Corporation of India Limited (Railtel)
Plot No. 143, Institutional Area,
Sector-44, Gurugram,
Haryana 122003, INDIA.

Date & Time will be intimated to qualifying Tenderer(s) by RailTel through Fax./Email and/or by letter through post.

i) Date till which the response to the tender should be valid:

180 days from the date of opening of the Technical Tenders

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6. The following table provides a summary of the important dates w.r.t. the Tender -

	Activity	Date
1	Date for Release of Tender Document	5th May 2017
2	Last date for submission of tender clarifications by email only	17th May 2017
3	Date of Pre-bid Meeting	23rd May 2017
4	Last Date for submission of bids & opening of Eligibility Criteria Bids	6th June 2017
5	Presentation of Qualified Technical bids by tenderers	To be communicated at a later stage

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SECTION II – Instructions to the Tenderers

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1. Procedure for Submission of Bids

1.1. E-tendering Instructions to Bidders

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://www.tcil-india-electronictender.com**

Through TCIL, a Government of India Undertaking. This portal is based on the most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Tender Bidding Methodology:

Sealed Bid System - 'Two stage Two Envelope". In this, bidder has to submit Techno-commercial bid and Price-Bid in two envelopes "ON-LINE."

Broad outline of activities from Bidders Perspective:

a) Procure a Digital Signing Certificate (DSC)

b) Register on Electronic Tendering System® (ETS)

c) Create Users and assign roles on ETS

d) View Notice Inviting Tender (NIT) on ETS

e) Download Official Copy of Tender Documents from ETS (Important)

f) Clarification to Tender Documents ETS

- Query to RailTel (Optional)
- View response to queries posted by RailTel, as addenda.

g) Bid-Submission on ETS

h) Attend Public Online Tender Opening Event (TOE) on ETS.

i) View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

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Digital Certificates

For the integrity of data and its authenticity/non-repudiation of electronic records, and to ensure compliance with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by the Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

Registration

To make use of the Electronic Tender® portal (**https://www.tcil-india-electronictender.com**), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (**https://www.tcil-india-electronictender.com),** and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person Telephone/Mobile, E-mail ID

Helpdesk Executives: 011-2624 1071, 011-2624 1072

ets_support@tcil-india.com

(Mobile Nos. for Emergency Help): 9868393775, 9868393717, 9868393792

RailTel Contact-1 (for General Information)

RailTel's Contact Person

Pawan Kumar Sharma:Jt.GM/DNM

Telephone: 0124-2714000

Mobile: 9717644497

E-mail ID: pawan@railtelindia.com

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RailTel Contact-II (for General Information)

RailTel's Contact Person

A.K.Sablania: GGM/DNM

Telephone: 0124-2714000

Mobile: 9717644015

E-mail ID: asablania@railtelindia.com

Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

a) Submission of Bid Security/ Earnest Money Deposit (EMD)

b) Submission of digitally signed copy of Tender Documents/Addenda

c) Single Envelope (including Technical +Financial part)

The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Bid Annexures (Optional).

d) Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC)

e) (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that after following above, the status of bid submission must become "Complete" indicating successful submission of the online bid.

Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Institutional Area Plot 143, Sector 44, Gurgaon before the due date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

a) EMD-Bid Security in Original, in favour of RailTel Corporation of India, Payable at New Delhi. (With Tender No., Name of Firm & Mob. No. written on back side of DD)

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b) **DD/ Bankers cheque in original against payment of tender fee** in favour of RailTel Corporation of India, Payable at New Delhi.. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)
c) **Power of attorney** to be submitted in accordance with Tender Conditions.
d) **In case bidder happens to be a NSIC bidder**, the documentary evidence for same shall be submitted.
e) **Copy of Pre-eligibility and Technical bid (as uploaded)**
f) **Integrity Pact**

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexures during Online Bid-Submission.

Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ON LINE. Copy of these documents shall also be submitted before Tender opening date. Bids without these off line submissions will be summarily rejected.

Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects with regards to Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words e.g. (What a wonderful World). A Pass-Phrase is easier to remember and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

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(Mandatory Additional Methods of passphrase submission):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, duly authorized representatives of bidders (i.e. Supplier organizations) are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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 re-schedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal (https://www.tcil-india-electronictender.com), and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Centre' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
- Register your organization on ETS well in advance of your first tender submission deadline on ETS.
- While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
- Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
- Bidder should ensure that **official copy of tender document** has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
- Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

Minimum Requirements at Bidders end

- Computer System with good configuration (Min P-IV, 1 GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate (s) for users.

Vendors Training Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

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Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training.

Tentative Dates

Date of uploading of Tender document + 7 days

Venue

RailTel Corporation of India Limited,

Plot No. 143, Sector-44,

Opp. Gold Souk Mall,

Gurgaon -122003.

Vendors Training Charges: Rs. 2,500/-(Per Participant) per training day (plus Service Tax as applicable), i.e., Rs. 2,809/- Per Participant.

Mode of Payment of Fees: DD drawn in favor of M/s TCIL, New Delhi & payable at New Delhi.

2. Cost to Bid

2.1. The Tenderer shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Purchaser. The Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3. Contents of the Tender Document

3.1. The Scope of Work, Tender procedures and Contract terms are prescribed in the Tender Document. In addition to ***Section I - Invitation for Bids***, the Tender Document includes:

a) **Section II** - Instructions to Tenderers;

b) **Section III** - General Conditions of the Contract;

c) **Section IV -** Contents of the Bid

d) Section V - Scope of Work

e) Section VI – Additional Requirements

f) **Section VII –** Service Level Agreement (SLA)

g) **Annexure I –** Technical Specifications

3.2. The Tenderer is expected to examine all instructions, forms, terms & conditions, and scope of work in the Tender Document and furnish all information as stipulated therein.

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4. Clarification on Tender Document

4.1. A prospective Tenderer requiring any clarification on the Tender Document may submit his queries, in writing, at the Purchaser's mailing address viz; pawan@railtelindia.com and as per schedule indicated in ***Section I – Invitation for Bids***. The queries must be submitted in the following format only to be considered for clarification:

Sr. No	Section No.	Clause No.	Reference/ Subject	Clarification Sought
..	..	..	..	..

The soft copy of the clarification on Tender Document should be either in MS Word or MS Excel and not PDF.

The Purchaser shall not respond to any queries not adhering to the above mentioned format.

4.2. The Purchaser will respond in writing, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed by the Purchaser in ***Clause 5 of Section I - Invitation for Bids*** of this tender document. Written copies of the Purchaser's response (including the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the Tender Documents.

5. Amendment of Tender Document

5.1. At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by an amendment. The amendment will be notified on RailTel's website http://railtelindia.com and should be taken into consideration by the prospective agencies while preparing their bids.

5.2. In order to provide prospective Tenderers reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

5.3. Purchaser may at any time during the tendering process (as per Clause 5 of this document) request the Tenderer to submit revised Technical / Commercial Bids and/or Supplementary commercial bids without thereby incurring any liability to the affected Tenderer or Tenderers.

6. Language of Bids

6.1. The Bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and the Purchaser, shall be written in **English language**, provided that any printed literature furnished by the Tenderer may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the **English translation** shall govern.

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7. Documents Comprising the Bids

The bid prepared by the Tenderer shall comprise of the following components:

7.1. Earnest Money Deposit (EMD) & Tender Fee in the form of a Demand Draft of a Scheduled/Nationalized Bank

7.2. Technical Bid - The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:

7.2.1. Checklist

7.2.2. **Power of Attorney** executed by the Tenderer in favour of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender **(Refer Clause 11)**

7.2.3. Section IV – Annexure 4.1 - Technical Bid

7.2.4. Section IV - Annexure 4.2 - Technical Bid Letter

7.2.5. Section IV - Annexure 4.3 – Methodology and Project Plan

7.2.6. Section IV - Annexure 4.4 – Tenderer Solution

7.2.7. Section IV - Annexure 4.5 – Manpower Details

7.2.8. Section IV - Annexure 4.6 – Details of Litigation(s)

7.2.9. Section IV - Annexure 4.7 – Statement of Reference from Tender Terms & Conditions

7.2.10. Section IV - Annexure 4.8 - Copy of Commercial Bid with the price column of the price bid format blanked out: **Please note carefully that a blank copy of the commercial bid (Annexure 4.9, 4.10, 4.11, 4.12) should be enclosed with the Technical Bid with the price column of the price bid format blanked out. A tick (✓)mark shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid.**

7.2.11. Annexure I – Technical Specifications

7.3. Commercial Bid - The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:

7.3.1. Section IV - Annexure 4.9 - Commercial Bid

7.3.2. Section IV - Annexure 4.10 - Commercial Bid Letter

7.3.3. Section IV - Annexure 4.11 – Breakdown of Cost Components

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8. Bid Prices

8.1. The Tenderer shall indicate in the proforma prescribed, the unit rates and total Bid Prices of the equipment / services, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in Tender Documents.

8.2. In absence of above information as requested in ***Clause 8.1*** above, a bid may be considered incomplete and be summarily rejected.

8.3. The Tenderer shall prepare the bid based on details provided in the tender documents. **It must be clearly understood that the Scope of Work is intended to give the Tenderer an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Purchaser. The Tenderer shall carry out all the tasks in accordance with the requirement of the tender documents and it shall be the responsibility of the Tenderer to fully meet all the requirements of the tender documents. If during the course of execution of the project any revisions to the work requirements like Technical specifications, Equipment sizing, Technical Architecture etc. are to be made to meet the goals of the Purchaser, all such changes shall be carried out within the current price without any impact to the Purchaser.**

9. Firm Prices

9.1. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

9.2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that such charges wherever applicable/payable should be indicated separately in ***Section IV - Contents of the Bid***. However, should there be a change in the applicable taxes, the same may apply.

9.3. Purchaser reserves the right to review the charges payable for the Data Centre Operations and Management at the beginning of each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions if applicable and necessary.

10. Discount

10.1. The Tenderers are advised not to indicate any separate discount in the Commercial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

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11. Tenderer Qualification

11.1. The "Tenderer" as used in the tender documents shall mean the one who has signed the Tender Form. The Tenderer may be either the **Principal Officer** or his duly **Authorized Representative**, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

11.2. It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or a company.

11.3. The authorization shall be indicated by **written power-of-attorney** accompanying the bid.

11.4. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Tenderer shall be annexed to the bid.

11.5. Any change in the Principal Officer shall be intimated to RailTel in advance.

12. Earnest Money Deposit (EMD)

12.1. The Tenderer shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount INR **7,00,000/- (Seven lakhs only).**

12.2. The EMD is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to **Clause 12.6.**

12.3. The EMD shall be denominated in Indian Rupees, and shall be in the form of a Demand Draft issued by a **Nationalized / Scheduled Bank**, in favour of "**RailTel Corporation India Ltd.**" Payable at **New Delhi**. (with Tender No., Name of Firm & Mob. No. written on back side of DD)

12.4. Unsuccessful Tenderer's EMD will be discharged/ returned after award of contract to the successful Tenderer. **No interest will be paid by the Purchaser on the EMD.**

12.5. The successful Tenderer's EMD will be discharged upon the Tenderer executing the Contract, pursuant to **Clause 31** and furnishing the Bank Guarantee for contract performance, pursuant to **Clause 32**. **No interest will be paid by the Purchaser on the EMD.**

12.6. The EMD may be forfeited:

a. if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the Bid; or

b. in the case of a successful Tenderer, if the Tenderer fails;

i. to sign the Contract in accordance with ***Clause 31***; or

ii. to furnish Bank Guarantee for contract performance in accordance with ***Clause 32***.

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12.7. **For Micro and Small Enterprises (MSEs)**

12.7.1. 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.

12.7.2. 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.

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

12.7.4. Failing 12.7.2 and 12.7.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

13. Period of Validity of Bids

13.1. Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Purchaser. **A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.**

14. Format and Signing of Bid

14.1. The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract in accordance with ***Clause 11***. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

14.2. The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist). Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

14.3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

15. Revelation of Prices

15.1. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

16. Terms and Conditions of Tenderers

16.1. Printed terms and conditions of the Tenderers will not be considered as forming part of their Bids.

17. Local Conditions

17.1. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for the providing services before entering into contract will in no way relieve the successful Tenderer from performing any work in accordance with the Tender documents.

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17.2. It will be imperative for each Tenderer to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the Tenderer regarding such conditions.

17.3. It is the responsibility of the Tenderer that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Tenderer to appraise themselves of local laws and site conditions.

18. Consortium

18.1. Consortium is not allowed.

19. Sealing and Marking of Bids

19.1. The Tenderers shall seal and mark the original and each copy of the Bid strictly.

19.2. If the outer cover of the physical envelope is not sealed and marked as required by ***Clause 1***, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

20. Last Date for Receipt of Bids

20.1. Bids will be received by the Purchaser at the address specified under ***Section I - Invitation for Bids*** *no* later than the time and date specified in ***Section I -Invitation for Bids.*** In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

20.2. The Purchaser may, at its discretion, extend the last date for the receipt of bids by amending the Tender Document in accordance with ***Clause 5,*** in which case all rights and obligations of the Purchaser and Tenderers previously subject to the last date will thereafter be subject to the last date as extended.

21. Late Bids

21.1. Any bid received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser, pursuant to **Clause 4 of *Section I - Invitation for Bids,*** will **be rejected**

22. Modification and Withdrawal of Bids

22.1. No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Tenderers will not be considered.

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22.2. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Tenderer in the Bid. Withdrawal of a bid during this interval may result in the Tenderer's forfeiture of its EMD.

23. Address for Correspondence

23.1. The Tenderer shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the Purchaser.

24. Contacting the Purchaser

24.1. No Tenderer shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

24.2. Any effort by a Tenderer to influence the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Tenderer's bid.

25. Opening of Eligibility Criteria Bids and Technical Bids by Purchaser

25.1. An evaluation committee is formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Tenderers.

25.2. The Purchaser will open the Eligibility Criteria Bid and **Technical Bid**, in the presence of the representatives of the Tenderers who choose to attend, at the time, date and place, as mentioned in **Clause 3** and **4 of *Section I - Invitation for Bids***.

26. Evaluation of Bids

26.1. The selected Tenderer must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Purchaser's requirements, as described in the Tender Documents. The Tenderer must possess the technical know-how and the financial wherewithal that would be required to successfully Supply, Install, Configure, Maintain and Manage the Network, Security and other equipment as part of the solution and also to provide the maintenance and management support services sought by the Purchaser, for the entire period of the contract. The Tenderer's bid must be complete in all respect and covering the entire scope of work as stipulated in the Tender document.

26.2. The evaluation process of the tender proposed to be adopted by the Purchaser is indicated under this clause. The purpose of this clause is only to provide the Tenderers an idea of the evaluation process that the Purchaser may adopt. However, the Purchaser reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Tenderers of any such change.

26.3. **Preliminary Examination**

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26.3.1. The Purchaser will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD & Tender Fee have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

26.3.2. A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

26.4. **Clarification**

26.4.1. When deemed necessary, during the tendering process, the Purchaser may seek clarifications or ask the Tenderers to make Technical presentations on any aspect from any or all the Tenderers. However, that would not entitle the Tenderer to change or cause any change in the substance of the tender submitted or price quoted.

26.5. **Evaluation of Eligibility Criteria**

26.5.1. An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Tenderers.

26.5.2. In this part, the bid will be reviewed for determining the Compliance of the response with the Eligibility Criteria as mentioned in the Tender.

26.5.3. Before opening and evaluation of their technical proposals, bidders are expected to meet the following eligibility criteria mentioned below:-Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical knowhow and the financial wherewithal that would be required to successfully provide the data center and support services sought by RailTel for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the tender document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

Sr. No.	Criteria	Documents to be Provided

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1	(a) The bidder should be an established Information Technology company registered under the Companies Act, 1956 and in operation for at least 3 years as on 31.03.2017 and should have their registered offices in India. (b) The company must be registered with appropriate authorities for all applicable statutory duties/taxes	(a) Valid documentary proof of: • Certificate of incorporation • Certificate of Commencement • Certificate consequent to change of name if applicable • Copy of Memorandum of Association (b)Valid documentary proof of: • Central Sales Tax/VAT number. • Service Tax registration number. • Income Tax registration/PAN number • Income Tax returns for the last three years This should be supported as per the format specified in Annexure 4.13 **Section IV – Contents of the Bid**
2	The bidder shall be the single point of contact for RailTel and shall be solely responsible for all warranties and upgrades etc. Consortiums will not be allowed.	An undertaking by the bidder duly signed by the authorized signatory.
3	(a) The bidder should have positive net worth as on 31st March 2017 and should be profitable for each of the last three years viz; 2014-15, 2015-16 and 2016-17. (b) The bidder's cumulative annual turnover from sale of Security systems, Storage Systems, Tape Library, Networking systems and integration Services etc. should be more than (INR)100 crores in each of the last three financial years viz; 2014-15, 2015-16 and 2016-17 Note: ➢ The turnover refers to the bidder and not the composite turnover of its subsidiaries/sister concerns etc.	a) A certified document by the Chartered Accountant stating the net worth and average annual turnover (from sale of Security systems, Storage Systems, Tape Library, Networking systems and integration Services etc.) of the bidder. b) Copy of audited profit and loss account/balance sheet/annual report of the last three financial years viz; 2014-15, 2015-16 and 2016-17. As per Criteria 3 the bidder will be required to index/highlight the requisite figures related to the positive net worth profitability and turnover in the appropriate documents. This should be supported as per the format specified in Annexure 4.13 **Section IV – Contents of the Bid**

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4	During the last three financial years, viz; 2014-15, 2015-16 and 2016-17 the bidder must have implemented at least one data center project(s) in government/PSU for India, which include activities like Supply, Installation, Configuration, Maintenance and Operations of the ICT Infrastructure like Security Equipment, Storage and Backup Equipment, for the Data Centre, where the value of each project should be more than (INR) Three crores and Eighty five lakhs (Rs 3.85 crores). Out of the above project(s), at least one of the projects should meet the following parameters: • Data Centre of Tier II / III • Should have deployed security systems like firewall, End point protection, storage and backup systems, EMS, etc. Note: ➢ Bidder's in house data centers shall not be considered. ➢ Bidders who have built their own Data Centre (IDC), for commercial use will be considered	(a) Copy of work orders for the data center projects supported with relevant documentary evidences for the design parameters as mentioned in criteria 4 and the completion certificates by the client. (b) For bidders who have built their own data center for commercial use will need to provide relevant documentary evidences like Certificate from CA/CS confirming the order value supported with relevant documentary evidences for the design parameters as mentioned in Criteria 5 This should be supported as per the format specified in Annexure 4.14 & 4.15 **Section IV – Contents of the Bid**

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5	(a) As on 31st March,2017 The bidder must have on its roll at least 50 technically qualified professionals in the ICT domains like security, networking, system software, systems integration, storage who have prior experience in providing the Data Center Infrastructure maintenance services. (b) The bidder's organization must on its roll have at least three (3) ITIL/ISO 20000 Lead Auditor (LA) or Lead Implementer (LI) resources and three (3) BS7799 / ISO 27001 lead Auditor / Lead Implementer certified resources as 31st March 2017. (c) The service operations manager deployed for the project," Appointment of an agency for Supply, Installation, Configuration, Maintenance and Operations of ICT Infrastructure for the establishment of a Data Centre at Delhi" must have an IT experience of 10-15 years with minimum 5 years of relevant experience in Data Center and should have a Post Graduate Degree in Computer Science/graduate degree in computer/IT engineering and should be PMP certified. The designated service operations manager should also be on rolls of the organization for a minimum of 2 years.	(a) Certificate from bidder's HR Department for the number of Technically Qualified professionals employed by the company. Along with their Curriculum Vitae delineating their experience as per the format specified in Annexure 4.16 **Section IV – Contents of the Bid** (b) Name of the employees along with requisite copies of the certifications viz; ITIL / BS7799/ISO27001/ISO 20000/BS 25999 Lead Auditor or Lead Implementer Certifications (c) Name of the employee designated as Service Operation Manager, Curriculum Vitae along with requisite copy of PMP certification and an HR undertaking for 2 years experience within the organization.
6	The bidder (prime) should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 7,00,000/- (Seven lakhs only).	The EMD should be denominated in Indian Rupees, and should be in the form of a Demand Draft in favor of RailTel Corporation of India
7	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.	Chartered Accountant certified undertaking as per the format specified in Annexure 4.17 **Section IV – Contents of the Bid**

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8	The bidder(prime) should submit valid letter from all the OEMs confirming the following: ➢ Authorization for bidder ➢ Confirm that the products quoted are not "end of life or end of sale products". ➢ Undertake that the support including spares, patches for the quoted products shall be available for next 5 years OEMs include: ➢ Computer Infrastructure ➢ Networking Infrastructure ➢ Storage & Backup Infrastructure ➢ Security Infrastructure ➢ Virtualisation Infrastructure ➢ Enterprise Management Systems Infrastructure	Relevant documentary evidences like Authorization letters
9	(a) The OEM must have direct presence in India with at least ten (10) no's of technical manpower direct support in India for the offered technology. (b)In the last five financial years 2012-13, 2013-14, 2014-15, 2015-16, 2016-17 - The OEM must have supplied similar kind of enterprise level products in at least two Data Center projects of similar nature. (c)The OEM of offered products must have their own Technical Assistance Center (TAC) support in India (d) The OEM (s) should be an established industry player in its respective domain like security, network, storage etc. and should form a part of the Industry standard leader's/challenger's quadrant on the likes of Gartner, Forrester, IDC etc.	(a) An undertaking from the OEM for the requisite number of technical manpower for direct support in India (b) Relevant documentary evidences like PO Copy etc. (c)Relevant documentary evidence (d) Relevant documentary evidence
10	The bidder must have ISO 9001:2000 certification for system integration or sale, design and development, testing and implementation of Data Center products and solutions	Valid Copy of the Certification stating the location and the scope of the certification.

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11	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.	Relevant Documentary Evidence/Undertaking

26.6. **Evaluation of Technical Bids**

26.6.1. An evaluation committee will be formed for evaluation of the bids. Decision of the committee would be final and binding upon all the Tenderers. In this part, the technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/ Mandatory Technical requirements and the scope of work as defined in this tender.

26.6.2. Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.

26.6.3. Technical Bids will then be evaluated for the following broad parameters:

1	**Experience in number of years**	**5**
	Bidder's experience in India for govt/psu, quantified in terms of number of years will be evaluated. *Experience would mean where the bidder has implemented activities like Supply, Installation, Configuration, Maintenance and Operations of the ICT Infrastructure like Security, Network equipment, Storage and Backup equipment, Servers, for the Data Centre*	>7-8 years: 5, 5-7 years: 2,
2	**Experience in number of projects**	**8**
	Projects where the bidder has implemented activities like Supply, Installation, Configuration, Maintenance and Operations of the ICT Infrastructure like Security equipment, Storage and Backup equipment for the Data Centre in Govt/PSU with an order value more than Rs 3.85 Crores each shall be considered.	> 3.85 crores: 8 points, 3.85 - 2 crores: 4,
3	**Financial Capability**	**2**
	Cumulative Turnover of the company from the sale of equipment's like Security systems, Storage Systems, Tape Library, Servers, Networking, software and SAN Integration services for each of the last three financial year ending 31st March 2017	> Rs 100 Cr = 2 > Rs 50 Cr ≤ Rs 100 crores = 1 > Rs 30 Cr ≤ 50 crores =

		0.5
4	**Manpower**	**7**
(a)	The bidder must have on its roll at least 50 technically qualified professionals in the ICT domains like networking, system software, systems integration, storage who have prior experience in providing the Data Center Infrastructure maintenance services.	>50:4, 30-50: 2
(b)	Number of resources employed with the bidder having OEM certifications for the product OEMs proposed in the bid	**OEM certifications** >10 certificates:3, 5-10 certificates : 2
5	**Resource Allocation**	***8***
	During the last three financial years, viz; 2014-2015,2015-2016,2016-17 the bidder must have implemented at **least one** projects in government/PSU for India organizations like the ISP - Internet Service Provider/ TSP- Telecom Service Provider etc, which include activities like Supply, Installation, Configuration, Maintenance and Operations of the ICT Infrastructure like Security equipment and Networking equipment, where the value of each project should be more than (INR) Three crores and eighty five lakhs (Rs 3.85 crores) Out of the above one projects one of the projects should meet the following parameters: • ISP providing services in multiple states/regions • Should have deployed enterprise class core routers/switches, security systems like Secure DNS, SSl off loader etc.	>3.85 crores:8 points; 3.85-3 crores: 4 points; <3 crores : 2 points
Sub Total		**30 Marks**
6	**Project Requirements**	
(a)	***Solution Design:*** Clarity in understanding of requirements Level of details captured in the Solution Design like information security and optimal design in terms of manageable, monitor able and secure design with attention to user experience in terms of reports etc Implementation Methodology for all components –, Security, Network in Shared hosting Infrastructure, Services and integration and commissioning of all these components.	15

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	Adherence to Leading practices while designing the solution	
	Operation and Maintenance Methodology	
	Project Plan for procurement, installation and rollout of the solution	
	Formats of MIS reports as per Section V: Scope of Work	
	Coverage of entire scope as per Annexure 4.7 with value adds so as to ensure a complete effective and efficient solution	
(b)	***Solution strength***	
	a) Storage Solution: **Backup Solution - Tape Library scalability (1 mark):** The proposed Tape library will be evaluated with respect to the max no. of drive supported in a single library and partitioning. The bidder with maximum drives in a single library will be considered for maximum marks and the rest will be given marks on pro rata. b) Security Solution **Logical Security – Redundancy (2 mark):** The proposed Logical security solution will be evaluated with respect to the level of redundancy proposed. The bidder with redundancy at all the logical layers/levels will be considered for maximum marks and the rest will be given marks on pro rata. **Logical Security – UTM (4 mark):** The proposed firewall will be evaluated with respect to the throughput, low latency and high performance The bidder with maximum throughput, low latency and high performance put will be considered for maximum marks and the rest will be given marks on pro rata. **Logical Security – NG Firewall (3 mark):** The proposed firewall will be evaluated with respect to the throughput. The bidder with maximum through put will be considered for maximum marks and the rest will be given marks on pro rata **Logical Security – IPS (2 mark):**	25

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	The proposed solution will be evaluated with respect to the low latency and high performance The bidder with maximum performance and lowest latency will be considered for maximum marks and the rest will be given marks on pro rata **Logical Security – Web Application Firewall (3 mark):** The proposed system will be evaluated with respect to low latency and high performance. The bidder with maximum performance and lowest latency will be considered for maximum marks and the rest will be given marks on pro rata. **Approach and Methodology for service delivery, performance of services as per Section V** inclusive of tools as per the format in Annexure 4.3 and their coverage as mentioned in Annexure 4.3 **(10 Marks)**	
(c)	***Compliance***	30
	In this section the following would be considered - Compliance to Technical Specifications, Compliance to the Service Level Agreement, Compliance to International Standards, Technology Superiority, Complied to latest technologies like virtualization, cloud computing etc, Compliance to other requirements stated in the Tender Document and technical specifications	
	Makes and models	
Sub Total		**70 Marks**
Grand Total		**100 Marks**

26.6.4. Technical Bids receiving a score greater than or equal to a cut-off score of 75% will be eligible for consideration in the subsequent rounds. If required, the Purchaser may seek specific clarifications from any or all Tenderer(s) at this stage. The Purchaser shall determine the Tenderers that qualify for the next phase after reviewing the clarifications provided by the Tenderer(s).

26.6.5. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned in 26.3 may be rejected and will not be considered for further evaluation. Bids that are technically qualified would only be taken up for commercial evaluation.

26.6.6. RailTel may use the panel of technically qualified bidders of this tender for other similar projects, if any, that may come up during next one year by inviting limited quotations for the revised scope of work related to the projects.

26.7. **Opening of Commercial Bids**

26.7.1. The Purchaser will open the Commercial Bids of only the technically qualified Tenderers, in the presence of the representatives of the Tenderers who choose to attend, at the time, date and place, as decided by the Purchaser.

26.8. **Evaluation of Commercial Bids**

26.8.1. The commercial bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

26.8.2. The overall Contract Value ***('Z=U+V' of Annexure 4.11 (A) – Summary of Cost Components of Section IV – Contents of Bid)*** shall be used by the Purchaser for the purpose of commercial evaluation of bids and determination of the successful Tenderer.

26.8.3. Subject to **Clause 27**, the Purchaser will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid in commercials

Subject to **Clause 27**, the Purchaser will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the most responsive bid in commercials, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Post Qualification

27.1. An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's bid, in which event; the Purchaser will proceed to the next best evaluated bid to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

27.2. **The Purchaser is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part.**

28. Purchaser's Right to Vary Scope of Contract at the time of Award

28.1. The Purchaser may at any time, by a written order given to the Tenderer, make changes to the scope of the Contract without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under

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the LOA/SPO/PO. Any such change in quantity shall have no impact on the rates mentioned in the LOA/SPO/PO for any such item.

28.2. If any such change causes an increase or decrease in the cost of, or the time required for the Tenderer's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the committee and the Contract shall accordingly be amended. Any claims by the Tenderer for adjustment under this Clause must be asserted within thirty (30) days from the date of the Tenderer's receipt of the Purchaser's changed order.

28.3. **Rate Contract**

If required, RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of Equipment / Card / Software / Module as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of PAC and would be valid for a period of 24 months. This Rate Contract would be at the same rates as finalized in main contract. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for items detailed in Scope, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for the items in scope, however, there is no guaranteed off take against this Rate Contract. The supplier shall have to supply the supply items against these Sub Purchase Orders within 8 weeks from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 15 days of the issue of such Sub Purchase orders @ 10% of the value of the Sub PO as per proforma given in ***Section VI – Additional Requirements/ Pro forma.*** A standing Performance Bank Guarantee of Rs. 10 lakh for due fulfillment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 15 days of issue of LOA for Rate Contract. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. The payment conditions against Rate Contract will be as under:

- If Services are not involved, 95% payment shall be made after delivery of material, on submission of documents as per clause 5. Remaining 5% payment shall be released after expiry of one year from the date of delivery.
- If Services are involved, payment terms & conditions will remain the same as in **clause 36.5**

29. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

29.1. The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action.

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30. Notification of Award

30.1. Prior to the expiration of the period of bid validity, pursuant to **Clause 13**, the Purchaser will notify the successful Tenderer in writing by fax, followed by registered letter to be confirmed in writing by registered letter, that its bid has been accepted.

30.2. The notification of award will constitute the formation of the Contract.

30.3. Upon the successful Tenderer's furnishing of Bank Guarantee of 20 % of the Work/Purchase Order Value for contract performance pursuant to **Clause 32**, the Purchaser may notify each unsuccessful Tenderer and will discharge its EMD, pursuant to **Clause 12**.

31. Signing of Contract

31.1. At the same time as the Purchaser notifies the successful Tenderer that its bid has been accepted, the Purchaser will send the Tenderer the Proforma for Contract **Annexure 6.2 of *Section VI – Additional Requirements*** provided in the Tender Document, incorporating all agreements between the parties.

31.2. Within 7 days of receipt of the Contract, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31.3. The rates in Job Order will be valid from the date of the issue of Job Order till the completion of the Job. No representation in this regard will be entertained.

32. Bank Guarantee for Contract Performance

32.1. Within 15 days after the receipt of notification of award of the Contract from the Purchaser, the successful Tenderer shall furnish Contract Performance Guarantee to the Purchaser, which shall be equal to 20% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized Bank in the Proforma given at ***Section VI – Additional Requirements/ Pro forma***.

32.2. Failure of the successful Tenderer to comply with the requirement of **Clause 31 or Clause Error! Reference source not found.** shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Tenderer.

33. Confidentiality of the Document

33.1. This Tender Document is confidential and the Tenderer shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

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34. Tender Related Condition

34.1. The Tenderer should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this tender. This confirmation should be submitted as part of the Technical Bid. The Tenderer shall also be the sole point of contact for all purposes of the Contract.

34.2. The Tenderer should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Purchaser, the Purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Tenderer.

34.3. The Tenderers whose proposal for the purpose of this Tender involves technical collaboration / joint venture with foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt.'s approval is necessary, should submit a copy of Govt.'s approval to the Purchaser, prior to the date of opening of Commercial Bid.

35. Rejection Criteria

35.1. Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

35.2. **General Rejection Criteria**

35.2.1. Bids submitted without or improper EMD/Tender fee

35.2.2. Bids received through Telex /Telegraphic / Fax/E-Mail/ Hard copies except, wherever required, will not be considered for evaluation.

35.2.3. Bids which do not confirm unconditional validity of the bid as prescribed in the Tender

35.2.4. If the information provided by the Tenderer is found to be incorrect / misleading at any stage / time during the Tendering Process

35.2.5. Any effort on the part of a Tenderer to influence the Purchaser's bid evaluation, bid comparison or contract award decisions

35.2.6. Bids received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser, pursuant to **Clause 4 of *Section I - Invitation for Bids***

35.2.7. Bids without signature of person (s) duly authorized on required pages of the bid

35.2.8. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Tenderer

35.3. **Technical Rejection Criteria**

35.3.1. Technical Bid containing commercial details.

35.3.2. Revelation of Prices in any form or by any reason before opening the Commercial Bid

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35.3.3. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.

35.3.4. Tenderers not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Tenderer.

35.3.5. Tenderers not complying with the Material Technical by way of functionality, specifications and General Terms and conditions as stated in the Tender Documents.

35.3.6. The Tenderer not confirming unconditional acceptance of full responsibility of providing services in accordance with the ***Section V - Scope of work*** and ***Section VII - Service Level Agreements*** of this tender.

35.3.7. If the bid does not confirm to the timelines indicated in the bid.

35.3.8. Tenderer not scoring minimum marks as mentioned in the clause 26.6.4.

35.4. **Commercial Rejection Criteria**

35.4.1. Incomplete Price Bid

35.4.2. Price Bids that do not conform to the Tender's price bid format.

35.4.3. Total price quoted by the Tenderer does not include all statutory taxes and levies applicable.

35.4.4. If there is an arithmetic discrepancy in the commercial bid calculations the Purchaser shall rectify the same. If the Tenderer does not accept the correction of the errors, its bid may be rejected.

36. Payment Terms

75% payment of the value of the **hardware items** and 20% payment of the value of the **software items** against LOA/Sub PO/PO would be made on receipt of material by the consignee (at site /the stores, to be decided by RailTel) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- Invoice
- Delivery Challan
- Excise Gate pass/Excise/Custom Invoice
- Packing list.
- Factory Test Report/Certified manufacturer Test Report
- Purchaser's Inspection certificate
- Consignee receipt
- Warranty certificate of OEM
- Insurance certificate
- Certificates duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.

36.1. 15% payment of the value of hardware items and 20% of the value of software items of the PO shall be made by RailTel on Installation at site, 5% payment of value of hardware items and 50% of the value of software items of the PO on issue of Provisional Acceptance Certificate (PAC), 5% payment of the value of hardware items and 10% of the value of software items of the PO shall be made by RailTel on issue of Final Acceptance Certificate (FAC) which will be issued by GGM/DNM.

(15% + 5 %) payment of value of hardware items of the Sub PO/PO which could not be installed for want of site readiness or as per the decision of RailTel, will be made on issue of PAC and remaining 5% on issue of FAC.

36.2. Accounting unit/bill passing unit for the supplies under SOR is GGM/DNM in RailTel. Bills to be submitted to the GGM/DNM for certifying receipt of material & services, for passing for payment.

36.3. The break-up of taxes has to be furnished and same should be reflected in the bills so that any CENVAT/input credit can be availed by RailTel.

36.4. Form “C” shall be issued for respective stations, if required, by RailTel.

36.5. Payment of Services

36.5.1. Payment of service items shall be made in Indian Currency (Rs.) only. 30% payment of item towards “Installation, Testing & Commissioning" shall be made by Corporate Office on successful Installation, testing & commissioning, 60% on issue of PAC and final 10% on issue of Final Acceptance Certificate.

36.5.2. Payment for Long Term Maintenance / Annual Maintenance Contract (AMC):

Payment would be made bi-annually by RailTel after satisfactory completion of AMC Services of that period and on certificate furnished by concerned RailTel’s representative.

36.5.3. Payment towards operations & maintenance would be paid bi-annually by the concerned in-charge of Data Center/CNOC after completion of period within 30 days from the date of invoicing subject to adherence to the SLAs mentioned in this tender document subject to any deductions or recovery (which the RailTel may be entitled to make under contract) through RTGS.

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SECTION III - General Conditions of Contract

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1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

i. **"The Purchaser"** means the Managing Director, RailTel Corporation of India Limited.(RailTel)

ii. "**Purchase Officer**" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

iii. "**Purchaser's Representative/Project Coordinator**" means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision, and project management including Purchaser's Technical Representative.

iv. "**Purchaser's Technical Representative**" means the National Informatics Centre or persons appointed by the National Informatics Centre from time to time to act on its behalf

v. "**Data Centre**" or "**Data Centres**" or "**Data Centre(s)**" means the RailTel Data Centre located at Gurugram and Secunderabad wherein the supply, installation, configuration, operations and maintenance services as specified under the scope of work are to be carried out for the purpose of this Tender / Contract.

vi. "**RailTel Offices**" means all the RailTel offices spread across the country where in the ICT components under the scope of work to be considered unless mentioned otherwise.

vii. The "**Agency**" means the Tenderer whose bid has been accepted by the Purchaser and with whom the order for providing a solution towards Supply, Installation, Configuration, Operations & Maintenance of Security, Backup, and other components has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the Agency's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

viii. "**OEM**" means the Original Equipment Manufacturer of any equipment / system / software / product that is providing such goods to the Agency under the scope of this Tender / Contract.

ix. "**Agency's Team**" means the successful Tenderer along with all of its partners / OEMs, who have to provide goods & services to the Purchaser under the scope of this Tender / Contract. This definition shall also include any authorized service

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providers/partners/agents and representatives or other personnel employed or engaged either directly or indirectly by the Agency for the purposes of this Tender / Contract.

x. "**Agency's Representative/Project Coordinator**" means the person or the persons appointed by the Agency from time to time to act on its behalf for overall co-ordination, supervision and project management.

xi. "**Parties**" means the Purchaser and the Agency and "**Party**" means either of the Parties.

xii. "**Contract**" means the Agreement entered into between the Agency and the Purchaser as recorded in the Contract form signed by the Purchaser and the Agency including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.

xiii. "**Acceptance of Tender**" means the letter/fax or any memorandum communicating to the Tenderer, the acceptance of his tender, and includes an advance acceptance of his tender.

xiv. "**Business Day**" means any day that is not a Sunday or a public holiday (as per the official holidays observed by RailTel).

xv. "**Confidential Information**" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any other person who is covered within the ambit of the Purchaser's legislation including any such information that may come to the knowledge of the Parties hereto / Agency's Team by virtue of this Contract that:

a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or

b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;

but does not include information which is or becomes public knowledge other than by a breach of this Contract;

xvi. "**Goods**" means all of the equipment, sub-systems, hardware, software, products accessories and/or other material / items which the Agency is required to supply, install and maintain under the contract.

xvii. "**System**" means all of the goods under the scope of this contract together as an integrated solution.

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xviii. "**Commissioning of System**": The system shall be deemed to have been commissioned, when all the activities as defined in ***Section V - Scope of Work*** have been successfully executed and completed.

xix. "**Acceptance of System**": The system shall be deemed to have been accepted by the Purchaser, subsequent to its commissioning, when all the activities as defined in ***Section V - Scope of Work*** have been successfully executed and completed.

xx. "**Document**" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.

xxi. "**Effective Date**" means the date on which this Contract is signed and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date;

xxii. "**Intellectual Property Rights**" means any patent, copyright, trademark, trade name, service marks, brands, propriety information, software whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

xxiii. "**Kick Off Meeting**" means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Agency.

xxiv. "**Service**" means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract.

xxv. "**Service Specification**" means and includes detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract, as well as those specifications relating to Industry standards and codes applicable to the performance of the work, work performance quality and specifications affecting the work or any additional specification required to be produced by the Agency to meet the design criteria.

xxvi. "**The Contract Value**" means the price payable to the Agency under this Contract for the full and proper performance of its contractual obligations. The Contract Value shall be equal to the total Bid Price.

xxvii. "**Delivery of System**" shall be deemed to have completed when the Delivery of all the goods/items under the proposed bill of material has reached the designated Data Centre(s) and Regional offices (specified otherwise) for installation.

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xxviii. "**Notice**" means:

a. a notice; or

b. a consent, approval or other communication required to be in writing under this Contract.

2 Interpretation

In this Contract unless a contrary intention is evident:

a. The clause headings are for convenient reference only and do not form part of this Contract;

b. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

c. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

d. A word in the singular includes the plural and a word in the plural includes the singular;

e. A word importing a gender includes any other gender;

f. A reference to a person includes a partnership and a body corporate;

g. A reference to legislation includes legislation repealing, replacing or amending that legislation;

h. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

i. In the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.

3 Representations & Warranties

3.1 In order to induce the Purchaser to enter into this Contract, the Agency hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

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3.1.1 That the selected Agency has the power and the authority that would be required to enter into this Contract and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of this contract and to provide services sought by the Purchaser under this contract

3.1.2 That the Agency is not involved in any major litigation or legal proceedings, pending, existing, potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

3.1.3 That the representations and warranties made by the Agency in its Bid, Tender and Contract are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Purchaser specifies to the contrary, the Agency shall be bound by all the terms of the Bid and the contract through the term of the contract.

3.1.4 That the Agency has the professional skills, personnel, infrastructure and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the scope of work stipulated in the Tender and this Contract.

3.1.5 That the Agency shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this Contract are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements.

3.1.6 That the Agency shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this Contract. The Agency shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

3.1.7 That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

3.1.8 That the Agency shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

3.1.9 That the execution of the scope of work and the Services herein is and shall be in accordance and in compliance with all applicable laws.

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3.1.10 That all conditions precedent under the Contract have been satisfied.

3.1.11 That neither the execution and delivery by the Agency of the Contract nor the Agency's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Agency is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Agency.

3.1.12 That the Agency certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be effected or made by the Agency which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

3.1.13 That the Agency confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the Contract or the project.

3.1.14 That the Agency owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Agency on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

3.1.15 That the Agency owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the Agency does not, so far as the Agency is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Agency is aware, none of the Intellectual Property Rights, owned or enjoyed by the Agency or which the Agency is licensed to use, which are material in the context of Agency's business and operations for the performance of this contract are being infringed nor, so far as the Agency is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Agency by any person. All Intellectual Property Rights (owned by the Agency or which the Agency is licensed to use) required by the Agency for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to

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maintain the same in full force and effect have been taken thereon and shall keep the Purchaser indemnified in relation thereto.

3.1.16 That time is the essence of the Contract and hence the Agency shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

3.1.17 That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

3.1.18 That in providing the Services or deliverables or materials, neither Agency nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;

3.1.19 That the Agency shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied ICT infrastructure to meet the requirements of the applications.

4 Warranty

4.1 The warranty would be valid for a period 36 months from the date of Provisional Acceptance Certificate (PAC). The supplier 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 materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in 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.

4.2 If it becomes necessary for the agency to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later.

4.3 Replacement under warranty clause shall be made by the agency free of all charges at site including freight, insurance and other incidental charges.
The tenderer shall arrange the warranty certificate from OEM / OSSP including third party items.

4.4 Warranty Support

4.4.1 Material for repair during Warranty Period shall be handed over /taken over to agency engineer at mutually agreed RailTel location.

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4.4.2 To enforce fulfillment of support objectives, bidder shall make available services of qualified engineer(s) at the Data Center / location to be decided by RailTel to the satisfaction of RailTel.

4.4.3 During warranty and AMC period, if the Bidder fails to replace card/Part/Equipment within Next Business Day Working days, the following penalties will be imposed.

Equipment Duration of repair Deduction/Penalties	**Duration of repair**	**Deduction/Penalties**
All Modules and accessories	More than 1 day and up to 7 days	1% of the cost of affected product
All Modules and accessories	More than 7 days and up to 15 days	3% of the cost of affected product
All Modules and accessories	More than 15 days and up to 30 days	5% of the cost of affected product
All Modules and accessories	More than 30 days	10% of the cost of affected product

4.4.4 During the warranty period, the agency shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the agency but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.

4.4.5 During the warranty period, agency should stabilize the working of the system. Purchaser has the right to extend the period of warranty free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free ,the same also will have to be done by the agency at no cost to RailTel as to make good all the deficiencies.

5 Long Term Maintenance Support / Annual Maintenance Contract (AMC)

5.1 Tenderer/OEM/OSSP shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 24 months for hardware and 24 months software items (further extendable after negotiation). The long term maintenance support shall be comprehensive and include all hardware and software of equipment etc. supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM/OSSP on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 4 & its sub-clauses, above, will be applicable.

5.2 Separate agreement for AMC after warranty period shall be entered with tenderer by RailTel. A fresh Bank Guarantee for a value of 10% of the value of the AMC contract's annual value valid for a period

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of 4 months beyond the AMC period from the date of issue of LOA shall be required to be submitted by OEM/Tenderer for due fulfillment of long term maintenance support obligation.

5.3 Bi-annual payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

5.4 The acceptance of the above clause is mandatory and specific acceptance from OEM / OSSP is required to be enclosed as per ***Annexure 6.3 of Section VI – Additional Requirements/Proformas*****.** Any deviation / non acceptance will lead to rejection of the bid summarily

6 Scope of Contract

6.1 Scope of the Contract shall be as defined in ***Section V - Scope of Work*** and Annexes thereto of this tender.

6.2 Purchaser has engaged the Agency for **supply, installation, configuration, operations and maintenance of the ICT infrastructure for RailTel Data Centre and Regional Offices**. The Agency is required to provide such services, support and infrastructure as the Purchaser or Purchaser's Technical Representative may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'scope of work').

6.3 If any services, functions or responsibilities not specifically described in this Contract are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Contract, they shall be deemed to be included within the scope of the work to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Contract.

6.4 The Purchaser or Purchaser's Technical Representative reserves the right to amend any of the terms and conditions with mutual agreement in relation to the Scope of Work and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Scope of Work**.**

7 Foreign Exchange & Custom Clearance

7.1 Import license, if required, will be provided to the agency in connection with this contract.

7.2 Bidder while quoting the prices shall include all expenses like custom duty, anti-dumping duty etc. leviable (will indicate the current prevalent rates), custom handling charges, storage, transportation, insurance, etc. in the quoted prices.

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In case, Custom duty is to be paid by RailTel directly to custom authorities, such custom duty paid by RailTel shall be deducted from the next bill of supplier/tenderer. Supplier shall, however, have to undertake custom clearance on behalf of RailTel.

8 Key Performance Measurements

8.1 Unless specified by the Purchaser to the contrary, the Agency shall perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down in ***Section VII - Service Level Agreement*** of this Tender.

8.2 If the Contract, Scope of Work, Service Specification includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

8.3 The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the scope of work.

9 Contract Performance Guarantee

9.1 Within 15 days after the receipt of notification of award of the Contract from the Purchaser, the successful Tenderer shall furnish Contract Performance Guarantee to the Purchaser, which shall be equal to 20% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized Bank in the Proforma given at ***Section VI – Additional Requirements/ Pro forma***.

10 Commencement and progress

10.1 The Agency shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

10.2 The Agency shall be responsible for and shall ensure that all Services are performed in accordance with the Contract, Scope of Work & Service Specifications and that the Agency's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

10.3 The Agency shall perform the activities / services and carry out it's obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

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10.4 The ICT infrastructure supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution. Delivery of the ICT infrastructure shall be made by the Agency in accordance with the terms specified by the Purchaser in its Notification of Award / Purchase Order.

11 Standards of Performance

11.1 The Agency shall perform the Services and carry out it's obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third Parties.

12 Sub-contract

12.1 The Agency shall not sub-contract any part of the scope of the work.

13 Agency's Obligations

13.1 The Agency's obligations shall include supply, installation, integration, commissioning, management and maintenance of the complete ICT infrastructure as an integral solution including but not limited to Backup, Security and other components, covering associated Hardware and Software as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It will be the Agency's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.

13.2 In addition to the aforementioned, the Agency shall perform the services specified by the Purchaser and make available the necessary equipment / services as may be necessary and other 'Scope of work' requirements as specified in the tender and changes thereof.

13.3 The Agency shall ensure that the Agency's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The Agency shall ensure that the Services are performed through the efforts of the Agency's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the Agency from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in

this Contract and the Bid to the extent accepted by the Purchaser and the Agency shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.

13.4 The Agency shall setup a directory server at the Data Centre site.

13.5 The Agency shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee implementation of the same. The Agency shall also be responsible for resolving conflicts between vendors in case of borderline integration issues.

13.6 Obligations related to ICT Infrastructure

13.6.1 The Agency shall supply equipment/components including associated accessories and software as under this contract and install, commission, integrate, manage and maintain those components during the entire period of contract.

13.6.2 Incase of any dissatisfaction or default on part of the Agency in providing the level of support desired by the Purchaser or Purchaser's Technical Representative in relation to the ICT infrastructure supplied by the Agency, the Agency shall extend the necessary support required to meet the commitments without any financial liability to the Purchaser.

13.6.3 It is expected that the Agency shall ensure that the equipment/components being supplied by him will not be declared end of sale for a minimum of 36 months from the date of its acceptance by the Purchaser and that the same will be supported by him for the duration of the contract from the date of its acceptance by the Purchaser. If the same is de-supported by the OEM for any reason whatsoever, the Agency shall replace it with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever.

13.6.4 In case of any problems / issues arising due to integration of the ICT infrastructure components supplied by the Agency with any other component(s)/product(s) under the purview of the overall solution, the Agency shall replace the required component(s) with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever

13.6.5 The Agency shall supply and/or install all new releases, versions, any type of updates, upgrade patches and/or bug fixes for the firmware or software from time to time at no additional cost to the Purchaser.

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13.6.6 The Agency shall ensure that the preventive maintenance on a monthly basis and break-fix maintenance is conducted in accordance with the specifications of the components and the best practices followed in the industry.

13.6.7 The Agency shall provision the required critical spares/components at the Data Centre site for meeting the uptime commitment of the components supplied by him.

13.6.8 The Agency shall extend necessary assistance, consultancy and services to the Purchaser beyond the defined scope of work to resolve issues related to the components supplied by him, under critical and unforeseen situations.

13.6.9 The Agency should provide technology refresh information to the Purchaser as and when the OEM comes out with the same.

13.6.10 The Agency shall setup a directory server at the Data Centre site.

13.7 Agency's Representative

The Agency's representative shall have all the powers requisite for the performance of services under this contract. The Agency's Representative shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the ICT infrastructure/material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other Service Providers/Vendors of the Purchaser working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

13.8 Access Rights to the Data Centre and Regional Offices

13.8.1 The Purchaser's representative upon receipt of request from the Agency intimating commencement of installation at the designated Data Center Site shall give to the Agency access to as much of the Data Center and Regional Office Site as may be necessary to enable the Agency to commence and proceed with the installation of the ICT infrastructure in accordance with the programme of work. Any reasonable proposal of the Agency for access to Site to proceed with the installation of ICT infrastructure in accordance with the programme of work will be considered for approval. Such requests shall be made to the Purchaser's representative in writing at least 7 days prior to start of the work.

13.9 Reporting Progress

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13.9.1 The Agency shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, **progress reports** with reference to all related work, milestones and their progress during the implementation phase on a **weekly basis**.

13.9.2 Post implementation, the Agency shall submit to the Purchaser, MIS reports as an ongoing basis. An indicative list of such reports along with their periodicity is mentioned in **– 'MIS Reports'** under Scope of Work. Formats for such reporting shall be discussed at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the periodicity and dissemination mechanism of such reports.

13.9.3 Periodic meetings shall be held between the representatives of the Purchaser and the Agency once in every 15 days during the implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held on an ongoing basis, once in every 30 days to discuss the performance of the contract.

13.9.4 The Agency shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

13.9.5 High level Steering Committee involving representatives of the Purchaser and senior officials of the Agency (including the Managing Director, Country Head and Operational Head) shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project.

13.9.6 The ICT infrastructure, services and manpower to be provided / deployed by the Agency under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Contract.

13.9.7 The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the Agency shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.

13.9.8 At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Agency of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Agency undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose.

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13.9.9 Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Purchaser's representative shall so notify the Agency in writing.

13.9.10 The Agency shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to Tender requirements. The Agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser's representative that the actual progress of work does not conform to the approved programme the Agency shall produce at the request of the Purchaser's representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements

13.9.11 The submission seeking approval by the Purchaser or Purchaser's representative of such programme shall not relieve the Agency of any of his duties or responsibilities under the Contract.

13.9.12 In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Agency shall deploy extra manpower/ resources to make up the progress or to meet the Tender requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the Agency within the contract value.

13.10 Program of Work

13.10.1 Within 10 days after the award of work under this Contract or prior to kick-off meeting whichever is earlier, the Agency shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the Contract and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the Agency shall conform to the duties and periods specified in the Contract. The Purchaser and the Agency shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the Agency intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the Agency of any of his duties or responsibilities under the Contract.

13.10.2 If the Agency's work plans necessitate a disruption/ shutdown in Purchaser's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to

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the barest unavoidable minimum. Any time and cost arising due to failure of the bidder to develop/adhere such a work plan shall be to his account.

13.11 Agency's Organization

13.11.1 The Agency's Team shall deployed for execution of work and provision of services under this contract shall comprise of manpower resources with skills and expertise as mentioned in **clause 8** under ***Section V - Scope of Work***.

13.11.2 The Agency shall supply to the Purchaser for its approval, within 10 calendar days after the release of Purchase Order under this Contract or prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/manpower to be established by the Agency for execution of the work including the identities and Curriculum-Vitae of the key personnel to be deployed.

13.11.3 The Agency should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed at the Data Centre. If the same is however unavoidable, due to circumstances such as the resource leaving the Agency's organization, the outgoing resource shall be replaced with an equally competent resource on approval from the Purchaser. The Agency shall promptly inform the Purchaser in writing, if any such revision or change is necessary.

13.11.4 In case of replacement of any manpower resource, the Agency should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.

13.11.5 All manpower resources deployed by the Agency for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available for the entire reporting time period at the Data Centre.

13.11.6 The Agency shall provide necessary supervision during the execution of work and as long thereafter as the Purchaser may consider necessary for the proper fulfillment of the Agency's obligations under the Contract. The Agency or his competent and authorized representative(s) shall be constantly present at the Data Center Site whole time for supervision. The Agency shall authorize his representative to receive directions and instructions from the Purchaser's Representative.

13.11.7 The Agency shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and provision of services for all costs/charges in connection thereof.

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13.11.8 The Agency shall provide and deploy, at the Data Center only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.

13.11.9 The Purchaser's Representative may at any time object to and require the Agency to remove forthwith from the Data Centre site any authorized representative or employee of the Agency or any person(s) of the Agency's team, if, in the opinion of the Purchaser's Representative the person in question has mis-conducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The Agency shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.

13.11.10 The Purchaser's Representative may at any time object to and request the Agency to remove from the Data Center Site any of Agency's authorized representative including any employee of the Agency or his team or any person(s) deployed by Agency or his team for professional incompetence or negligence or for being deployed for work for which he is not suited. The Agency shall consider the Purchaser's Representative request and may accede to or disregard it. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Agency has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Agency to remove that person from deployment on the work, which the Agency shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative.

13.11.11 The Purchaser's Representative shall state to the Agency in writing his reasons for any request or requirement pursuant to this clause.

13.11.12 The Agency shall maintain backup personnel and shall promptly replace every person removed, pursuant to this section, with an equally competent substitute from the pool of backup personnel.

13.12 Adherence to safety procedures, rules regulations and restrictions

13.12.1 Agency shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Agency shall abide by these laws.

13.12.2 Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Purchaser's employee also shall comply with safety procedures/policy.

13.12.3 The Agency shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

13.12.4 Agency shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

13.12.5 Access to the Data Centre shall be strictly restricted in the following manner

- No access to any person except the essential members of the Agency's Team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the Data Centre. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only.

- The Agency shall maintain a log of all activities carried out by each of its team personnel**.**

13.13 Statutory Requirements

13.13.1 During the tenure of this Contract nothing shall be done by the Agency in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

13.13.2 The Agency and their personnel/representative shall not alter / change / replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser.

13.13.3 The Agency and their personnel/representative shall not without consent of the Purchaser install any hardware or software not purchased / owned by the Purchaser.

14 Agency's Personnel

14.1 The Agency shall employ and provide such qualified and experienced personnel as are required to perform the Services under the Contract.

14.2 All the personnel, also of the agency's partners shall be deployed only after adequate background verification check. The agency shall submit the background verification check report for the personnel before their deployment on the project. Any deviations, if observed, would lead to removal of the personnel from the project.

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15 Ownership of Equipment

15.1 The Purchaser shall own the ICT infrastructure, supplied by the Agency arising out of or in connection with this Contract.

16 Stipulated Time Schedule

16.1 The key milestone dates ("critical dates")* as anticipated by the Purchaser are

Activity	Date
Delivery of goods at the proposed Data Centre/Regional Office Site	8 calendar weeks from the date of release of Work order
Installation & Commissioning of the System	12 calendar weeks from the date of release of Work order
Acceptance of the System and Commencement of Data Centre Operations & Maintenance	From14th Calendar week.

* May be amended by the Purchaser from time to time.

16.2 The Agency shall perform the Services and comply in all respects with the critical dates and the parties hereby agree that failure on part of the Agency to meet the critical dates without prejudice to any other rights that the Purchaser may have.

16.3 Penalty for Delay in Implementation

16.3.1 If the agency fails to execute and complete the work within the stipulated time the agency shall accept reduction in the total amount payable to him by the purchaser at the rate of 0.5% per week or part thereof (rounded off to the nearest whole number) of the total value of the contract for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.

16.3.2 The total value of penalty on account of above shall be limited to maximum of 10% (Ten percent) of the total contract value.

17 Term and Extension of the Contract

17.1 The term of this Contract shall be initially for a period of one years (**extendable for two more years**) from the date of the site acceptance and start of live operations of the Data Centre

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17.2 The Purchaser shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to the Agency, at least 6 months before the expiration of the Term hereof, whether it will grant the Agency an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser's discretion

17.3 Where the Purchaser is of the view that no further extension of the term be granted to the Agency, the Purchaser shall notify the Agency of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/service provider or create its own infrastructure to operate such Services as are provided under this Contract.

18 Prices

18.1 Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. Purchaser however reserves the right to review the charges payable for the Maintenance and Management of the ICT infrastructure at the beginning of the each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary.

18.2 Agency shall provide "Most Preferred Customer" status to the Purchaser. Accordingly, the prices payable for services relating to the Maintenance and Management of the ICT infrastructure and shall in no event exceed the lowest price at which the Agency offers similar services to any other customer during the currency of the contract.

18.3 **Fall Clause**:- The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of Advanced purchase order, the equal benefit of lower prices will be passed on to purchaser. The tenderer will submit an undertaking to this effect while claiming the payment.

19 Time is of Essence

19.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the Services by the Agency by the completion date.

20 Governing Laws

20.1 The 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.

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21 Termination for Default

21.1 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 agency fails to deliver any or all of the goods within the time period(s) specified in the contract.

b) If the agency fails to perform any other obligation(s) under the contract; and

c) If the agency, 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.

21.2 If the agency fails to deliver the equipments 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 similar to those undelivered at no risk and cost to agency. However, the security deposit of tenderer shall be forfeited and Performance Guarantee shall be en-cashed.

22 Termination for Insolvency

22.1 The purchaser may at any time terminate the Purchase order by giving written notice to the agency, without compensation to the agency, if the agency 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.

23 Rates during Negotiation

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

24 Penalty

24.1 Ongoing performance and service levels shall be as per parameters stipulated by the Purchaser in this contract, failing which the Purchaser may, at its discretion, impose Penalties on the Agency as defined in ***Section VII - Service Level Agreement*** of the Tender document.

25 Liquidated Damages

25.1 The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of ICT components subject to a maximum of 10% of the cost of Purchase order for any reason whatsoever attributed to failure of tenderer. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

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26 Settlement of Disputes

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

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

26.3 The Arbitral Tribunal shall consist of the sole Arbitrator appointed by mutual agreement of the parties.

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

27 Insurance

27.1 The Agency shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Agency or the Purchaser. The agency shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of performance acceptance certificate by RailTel. Insurance policy has to be kept valid by the agency till issue of performance acceptance certificate by RailTel.

27.2 The Agency should insure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

27.3 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The agency shall keep the policy/policies current till the equipment are handed over to the purchaser. It may also be noted that in the event of agency's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the agency.

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28 Limitation of Liability

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

28.1 The Agency shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Agency to pay liquidated damages to the Purchaser; and

28.2 The aggregate liability of the Agency to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Agency to indemnify the Purchaser with respect to intellectual property rights infringement.

29 Governing Language

29.1 The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

30 Force Majeure

30.1 If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

30.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

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31 Taxes & Duties

31.1 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, C.V.D., Anti-Dumping duty(if any), ED & sales tax, VAT etc. The offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

31.2 The Octroi / entry tax shall be paid extra as per actual on production of proof of payment / document.

31.3 Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the agency at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

31.4 The imposition of any new and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like Goods and Service Tax-GST) is imposed by Statute, 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 bidder 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 further 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 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 or to labourers as may be applicable.

31.5 After imposition of GST as explained in Clause 31.4 above, bidder shall issue cenvatable invoice to RailTel for availing proper credit of CGST / SGST / IGST. GST will not be reimbursed in the absence of cenvtable invoice.

31.6 In the event of decrease / relaxation and / or waiver of any of the existing / prevailing taxes), duties, levies, cess by Central / State Govt. Or any other statutory body(ies), after the last stipulated date for the receipt of tender including extension (if any), and the bidder thereupon has been paid or has raised claims of such taxes), duties, levies, cess; such sums shall be recovered / deducted (from claims raised but which has not been paid) effective from the date as reckoned in the relevant statutory order / law / ordnance etc. The bidder, shall, within a period of 30 days of any such waiver/relaxation/decrease in taxes), duties, levies, cess, give a written notice thereof to Railtel stating the statutory change with documentary proof thereto. Provided always that RailTel shall have full powers to effect recovery/deduction on account of any such statutory change even if bidder has not intimated in the event when any such statutory action comes to his notice.

31.7 **Excise Duty**

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31.7.1 Tenderers are requested to refrain from quoting vague terms like "Excise Duty applicable" and mention clearly the rate of ED leviable for the tendered stores. If the quoted rate is inclusive of ED, the tenderer must indicate the ED considered clearly. If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate obtained in the tender batch. General phrases as "Excise duty extra as applicable" shall not be accepted. Please mention clearly if excise duty is applicable on the tendered item or not.

If Excise Duty (ED) is being charged extra, then the tenderers should clearly indicate the exact rate of ED applicable in their offers.

If concessional ED is applicable at the time of quoting of offers and the tenderers wish that actual ED at the time of supply should be paid, then they should clearly indicate that ED will vary based on the turn-over value and must also indicate the maximum rate of ED payable. Tenders will be evaluated on the basis of maximum rate of ED which may become applicable. However, ED will be reimbursed at actual and within the upper ceiling of the maximum ED rate considered for evaluation purpose.

If ED is not claimed in the offer and no mention is made about Excise duty, then no ED will be payable. If ED is claimed in the offers with exact rate and statutory variation is also claimed by the firm in the offer, the same will be considered duly evaluating the offers with exact rate of ED.

In no case, the variation in ED due to increase in turnover during the currency of contract will be admissible unless specifically mentioned in the offer.

If tenderer misclassifies the goods under relevant excise tariff rules, the RailTel will not pay increased Excise Duty due to such misclassification.

ED will be paid subject to documentary evidence and government notifications only.

If ED is not quoted in the offer, it shall be considered that the offer will be taken as inclusive of ED at the highest rate obtained in the tender bid.

31.7.2 **Payment of ED and Excise Duty- CENVAT Rules**

31.7.2.1 The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification and in such cases even if the suppliers bill contain an element of tax or duty which is not payable by the purchaser, such payment would be disallowed

31.7.2.2 The claim for ED, if any, on each bill should be supported by the following certificates:-

- Certified that the amount of Rs……..claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

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- Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.
- Certificate: - The tenderers will have to give the following certificates in their offer:-
  "We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and counter veiling duties' available under the existing scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under scheme, by way of reduction in price and advise the purchaser accordingly."
- Payment of excise duty will be released only after submission of excisable invoice to RailTel for availing CENVAT credit.

31.8 Octroi/Entry Tax

Octroi/Entry Tax should be quoted extra, where applicable. Reimbursement of these taxes would be made on documentary evidence.

31.9 The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

32 Inspection

32.1 The tenderer/manufacturer shall give a call for inspection within six weeks of issue of Sub PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipments in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.

32.2 The tenderer/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.

32.3 In case material/equipment fails during inspection, the fresh lot of same material/ equipment shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / tenderer's account/cost.

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32.4 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES /RDSO/CIPET or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.

32.5 The material should be offered for inspection within six weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.

32.6 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be complied on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc

32.7 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the product details(like serial number), results of such tests shall be submitted along with material offered for inspection to RailTel

33 System Performance Guarantee

33.1 The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the purchaser to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the agency for supply of any additional goods and service required in this regard.

33.2 This certificate in the Proforma given in **Annexure 6.4 of Section VI – Additional Requirements/ Pro forma**, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

34 Labor

34.1 Wages to Labor- The agency shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there-under in respect of any employees directly or through petty agency or sub agency employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose

of carrying out this contract. If in compliance with the terms of the contract, the agency supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the agency or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the agency. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Agency and on failure by the agency to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same form any moneys due or accruing to the agency under this or any other agency with the RailTel.

34.2 **Apprentices Act**

The agency shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued the re-under from time to time in respect of apprentices directly through petty agencys or sub-agencys employed by him for purpose of carrying out the contract. If the Agency directly or through petty agency or sub-agencys fails to do so, his failure will be breach of the contract and the RailTel may, in its discretion, rescind the contract. The Agency shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

34.3 **Provisions of Payments of Wages Act**

The Agency shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty agency or sub-agency employed by him in the works. If in compliance with the terms of the contract, the agency directly or through petty agency or sub-agency shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the agency, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the agency in terms of the agency (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the agency.

34.4 **Provision of Contract Labour (Regulation and Abolition) Act 1970**

34.4.1 The agency shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.

34.4.2 The agency shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

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34.4.3 The agency shall pay to the labour employed by him directly or through sub-agency the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Agency shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub agency in connection with the said work, as if the labour had been immediately employed by him.

34.4.4 In respect of all labour directly or indirectly employed in the work for performance of the agency's part of the contract the agency shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

34.4.5 In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the agency or his sub-agency in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to agency's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the agency, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the agency whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the agency and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the agency as stated above shall be final and binding on the agency.

34.5 Reporting of Accidents to Labor

The agency shall be responsible for the safety of all employees directly or through petty agency or sub-agency employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

34.6 Provisions of Workmen's Compensation Act

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the

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written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

35 Preference to Domestic Manufacturers for Telecom Equipment

"Preference to domestically manufactured electronic goods in procurement due to security considerations" shall be applicable as per Government of India policy as on the date of opening of price bid. The manufacturer claiming to qualify under the scope of such rules for PMA (Preferential Market Access) must submit the declaration of VA (Value Addition) as required under the issued notification for the specified period as detailed in BDS.

36 Integrity Pact Program

36.1 RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 25 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

36.2 Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

a) Sh. Ashok Kumar Garg, New Delhi e-mail: akgarg1654@gmail.com

b) Sh. Jayanta Kumar Roy, Kolkata e-mail: jkroy.its@gmail.com

Name & contact details of Nodal Officer (IP) in RailTel:
Sh. Arun Jain, Chief Vigilance Officer
e-mail: arun@railtelindia.com

36.3 If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.

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36.4 Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

36.5 Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid

36.6 The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in **Annexure 6.5 of Section – IV – Additional Requirements**.

36.7 One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

37 General

37.1 Relationship between the Parties

a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Agency/Agency's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and Agency.

b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

c. The Purchaser has no obligations to the Agency's Team except as agreed under the terms of this Contract.

37.2 No Assignment

The Agency shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.

37.3 Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Agency of its release from those obligations.

37.4 Entire Contract

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The terms and conditions laid down in the Tender and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

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

General Manager/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Sector-44, Gurgaon-122003

37.6 The envelope shall bear name of the tender, the tender no. and the words "DO NOT OPEN BEFORE" (due date).

37.7 Offer / Bid should be submitted online as per instructions given in tender document.

37.8 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.

37.9 Notices

a. A "notice" means:

i. A notice; or

ii. A consent, approval or other communication required to be in writing under this Contract.

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To Purchaser at:

RailTel Corporation of India Ltd.

Plot No. 143, Institutional Area,

Opposite-Gold Souk,

Sector-44, Gurgaon-122003

<<Attn: XXXX, XXXX, RailTel >>

[Phone:]

[Fax:]>>

To Agency at:

Attn:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative's Party.

37.10 Waiver

a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

37.11 Modification

Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.

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SECTION IV – Contents of the Bid

The Tenderers are required to submit a Technical and Commercial Bid in response to this tender. This section provides the outline, content and the format that the Tenderers are required to follow in the preparation of their Technical and Commercial Bids.

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Annexure 4.1 – Technical Bid

TECHNICAL BID

Tenderer Particulars for Tender No. <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

1	Name of the Tenderer	
2	Address of the Tenderer	
3	Tenderer's Tender number and date	
4	Name of the contact person to whom all references shall be made regarding this tender	
5	Designation of the person to whom all references shall be made regarding this tender	
6	Address of the person to whom all references shall be made regarding this tender	
7	Telephone No. (with STD Code)	
8	E-Mail of the contact person:	
9	Fax No. (with STD Code)	
10	Website	

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.2 – Technical Bid Letter

To

Group General Manager/DNM

Railtel Corporation of India Limited (Railtel)

Plot No. 143, Institutional Area,

Sector-44, Gurugram,

Haryana 122003, INDIA.

Sir/Mam

Subject: Appointment of an Agency for supply, installation, configuration, operations and maintenance of ICT infrastructure at RailTel Data Centre(s)

Reference: Tender No: **<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

We, the undersigned Tenderers, having read and examined in detail all the Tender document in respect of **Appointment of an Agency for supply, installation, configuration, operations and maintenance of ICT infrastructure at RailTel Data Centre(s)**, do hereby propose to provide the services as specified in the Tender document number **<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY> along with the following**

1. EARNSET MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for the sum of **Rs. 7,00,000**. This EMD is liable to be forfeited in accordance with the provisions of the ***Section III - General Conditions of the Contract***.

2. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in **Annexure 6.1 of *Section VI – Additional Requirements/ Pro forma.***

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Witness:		**Tenderer:**	
Signature	----------	**Signature**	----------
Name	----------	**Name**	----------
Address	----------	**Designation**	----------
		Company Seal	----------
Date	----------	**Date**	----------

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Annexure 4.3 – Methodology and Project Plan

1. Tenderer shall provide a detailed project plan with timelines, resource allocation, milestones etc. for supply, installation and configuration of the technologies for Railtel Corporation of India Limited at Gurugram.

2. Tenderer should explain the proposed approach & methodology for the project in detail for the following:

    a. **Installation & Configuration**
        i. Approach & Methodology for Installation & Configuration of Backup infrastructure
        ii. Approach & Methodology for Installation & Configuration of Security infrastructure
        iii. Approach & Methodology for integration of complete security solutions
        iv. Approach & Methodology for commissioning of complete security solutions
        v. Approach & Methodology for the design of EMS Help Desk at the Data Centre
        vi. Adherence to Leading practices like ITIL, BS7799/ISO 27001, BS15000/ISO 20000 for Operations and Maintenance etc.

    b. **Operations & Maintenance Services**
        i. Help Desk Services
            1. Escalation Plan
            2. Implementation of ITIL/IS0 20000, BS7799/ISO 27001 leading practices
        ii. Network/Security Administration, Monitoring, Management and Reporting
        iii. Backup & Restoration
        iv. Change Management
        v. Manpower management
        vi. Asset management

    c. **Vendor Management**
        i. Tenderer should explain its strategy for co-ordination with other vendors of RailTel and/or other government agencies to ensure smooth operations and to ensure that issues are resolved by respective vendors as per their SLAs with RailTel and/or other agencies.

3. The Tenderer may give suggestions on improvement of the scope of work given in ***Section V - Scope of Work*** and may mention the details of any add on services related to this project over and above what is laid down in the tender document. List of deliverables should also be identified and explained.

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Witness:		**Tenderer:**	
Signature	----------	**Signature**	----------
Name	----------	**Name**	----------
Address	----------	**Designation**	----------
		Company Seal	----------
Date	----------	**Date**	----------

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Annexure 4.4 – Technical Solution

1. **Tenderer should provide following relevant details on the Solutions & Services specific to Tenderer's Proposal for the proposed security technologies at the Railtel Data Centre(s):**
    a. Architecture with detailed solution for all the security technology components with relevant diagram(s)
    b. High Availability within proposed solution
    c. Scalability within proposed solution
    d. Specific solution highlights to suit RailTel requirements
    e. Any other highlights relevant to the solution
    f. Technical specifications as per **Annexure I**
    g. Formats of MIS reports as per **Section V: Scope of Work**

2. **Tenderer should provide following information for all the ICT infrastructure proposed as part of the bid response (Note: The information provided below should be in compliance with Section V – Scope of Work and Annexure I – Technical Specifications):**

S.No	Description	Proposed OEM	Make & Model
Backup Infrastructure			
1.	Backup System		
2.	Tape Library		
3.	Any other hardware component		
4.	Any other software component		
5.	Others...		
Application Infrastructure			
6.	Enterprise Application Security Black Box testing/scanner		
7.	Any other hardware component		
8.	Any other software component		
9.	Others.....		

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Security Infrastructure			
10.	UTM		
11.	Antivirus (Client Server model)		
12.	Web Application Firewall		
13.	DNS Solution		
14.	Next Generation Firewall		
15.	Any other hardware component		
16.	Any other software component		
17.	Others.....		
Enterprise Management Systems			
18.	Helpdesk		
19.	Network Performance Monitoring and Management		
20.	SLA Management		
21.	Asset Management		
22.	Others….		

**Note: The licenses for the features (Stated in the Scope of Work) for the ICT equipments must be provided

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.5 – Manpower Details

Note: For the position of 'Project-in-charge', it is mandatory to provide name of proposed resource along with details desired as per format given below. **It is mandatory that the resource proposed for this position should not change till the commissioning and acceptance of the complete solution.**

The resources will be deployed at RailTel Data Centre at Gurugram and remotely manage/operate on the devices at Secunderabad Data Centre.

For all other categories of manpower resources, except the Project In-Charge, the names & date of birth of proposed resources may be furnished by the Tenderer at the time of contract finalization.

However, the Tenderer should furnish the project team details such as the qualifications, experience, certification and other details as per format given below along with detailed CVs as per the format specified in Annexure 4.17.

1. Project in-charge

Minimum Experience – The Project In-Charge deployed for the project," Appointment of an agency for Supply, Installation, Configuration, Maintenance and Operations of ICT Infrastructure for the Data Centre at Gurugram" must have an IT experience of 10-15 years with minimum 5 years of relevant experience in Data Center and should have a post graduate in Computer Science/graduate degree in engineering and should be PMP certified and should have minimum of two years of experience within the organization

S.No	Name of the Resource	Date of Birth	Qualifications	Relevant Certifications	Overall IT Experience (Years)	Data Center Experience (Years)	Compliance – Yes/No

2. Project Team for Installation & Configuration

S.No	Role	Part-Time	Full-Time	Qualifications	Relevant Certifications	Overall IT Experience (Years)	Relevant experience in the respective role (Years)	Compliance – Yes/No
1.	Storage/Back up Expert –							

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	Minimum Experience: Graduate 3 Years relevant experience, OEM certified L2 engineer on storage and backup							
2.	Security Expert/Security Team Manager Minimum Experience: Graduate with minimum 7 years of relevant experience, CCSP/CISSP or equivalent							
3.	Security Administrator Minimum Experience: Graduate with minimum 3 years of relevant experience, CCSP or equivalent with experience in perimeter level security like Firewall, NIPS, DNS Antivirus etc.							
4.	Technical Specialist - EMS Minimum							

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	Experience: Graduate with 3 Years relevant experience, OEM certified L2 engineer on EMS							
5.	Other roles.....							
6.	.....							
7.	.....							

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3. Team for Operations & Maintenance Services

This table is for the operations and maintenance services for the data center for a period of one year (extendable for two more years). Minimum numbers on an indicative basis have been provided, Tenderer will be required to add on to the indicative numbers in order to meet the required SLA (s).								
S.No	**Role**	**Onsite** **General Shift**	**Offsite**	**Qualifications**	**Relevant Certifications**	**Overall IT Experience** **(Years)**	**Relevant experience in the respective role** **(Years)**	**Compliance – Yes/No**
1.	Storage Admin – **Qualification:** B.Tech/B.E./ MCA/M.Sc. (Computer Science)/Graduate with PG Diploma in Computer Science **Minimum Experience:** 3 Years relevant experience, OEM certified L2 engineer on storage and backup							
2.	Security Expert **Qualification:**							

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	B.Tech/B.E./ MCA/M.Sc. (Computer Science)/Graduate with PG Diploma in Computer Science **Minimum Experience:**: 5 years of relevant experience, CCSP/CISSP or equivalent with experience in perimeter level security like Firewall, NIPS, APT and Antivirus etc.							
3.	Security Administrator **Qualification:** B. Tech/B.E./ MCA/M.Sc. (Computer Science)/Graduate with PG Diploma in Computer Science **Minimum Experience:** 3 Years relevant experience, OEM certified L2 engineer.							
4.	Other recommended roles.....							
5.	.....							

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6.	.....							

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.6 – Details of Litigation(s)

1. The Tenderer should provide the details of litigations it is currently involved in, or has been involved in, for the last three years:

Details of Litigation (s)

Party in dispute with:	
Year of initiation of dispute:	
Detailed description of dispute:	
Resolution / Arrangement arrived at (if concluded):	

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.7 – Statement of reference for the requirements as per Section V – Scope of work

Dear Sir/Madam,

Following are the references for the requirements and documents for **Appointment of an Agency for supply, installation, configuration, operations and maintenance of ICT infrastructure for RailTel Data Centre(s)** against Tender document No. <**TENDER REFERENCE NUMBER**> Dated <**DATE**>. These assumptions are exhaustive and all the components have been provided an informed value add so as to perform the entire work as per your requirements and documents.

References for *Section V - Scope of Work*

Tenderers may please note that, that the references made are appropriately indexed to a Clause and a Sub-Clause.

Clause/Sub clause	Content	Reference in response	Remarks	Compliance (Yes/No)
1	Introduction			
1.1	RailTel Telecom Network			
1.2	MPLS Backbone			
1.3	NGN based NLD Network			
1.4	Licenses & Services			
1.5	CGNAT Network			
1.5.1	RailTel's Network Architecture			
2	Overview of the project			
3	Schedule of Requirements			
4	Data Centre Infrastructure			
	Backup			
	Tape Library			
	Web Application Firewall			
	SSL offloading			
	Next Generation Firewall			
	Intrusion Prevention System			
	Advance Persistent Threat Solution			
	Application Black Box Testing			

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5	Network Services			
	Antivirus			
	Unified Threat Management			
	DNS Security			
6	Services			
6.1	Installation and Configuration of the Commissioned ICT Infrastructure			
6.2	Onsite support			
6.3	Ongoing Operations and Maintenance Services			
6.3.1	Help Desk			
6.3.2	Vendor Management Services			
6.3.3	System Maintenance and Management			
6.3.4	System Administration			
6.3.5	Storage Administration			
6.3.6	Backup / Restore			
6.3.7	Network monitoring			
6.3.8	Information Security Monitoring and Management			
6.3.9	Monitoring, Management & Reporting with Enterprise Management System (EMS)			
6.3.10	Onsite Support to ICT Infrastructure hosted by other Agencies			
6.3.11	Other Support Services			
6.4	MIS Reports and deliverables			
6.5	Audit			
6.6	Documentation			
6.7	Training – Information Security			
7	Constitution of the Team			

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7.1	Project In-charge			
8	Commissioning & Acceptance of the Equipment			
8.1	Commissioning of System			
8.2	Acceptance of System			
9	Other Roles and Responsibilities			
9.1	Responsibilities of the Tenderer			
9.2	Responsibilities of RAILTEL			

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.8 – Copy of Commercial Bid with the price column of the price bid format blanked out

1. The Tenderers would need to submit a blank copy of its Commercial Tender (**Annexure 4.10, 4.11 and 4.12 of *Section IV – Contents of the Bid Document*)** with the technical Tender in compliance to the terms specified providing all the details, however, entire price related details should be omitted from this copy. **The Tenderer should provide a tick (□) mark against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid.**

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Annexure 4.9 – Commercial Bid

COMMERCIAL BID

Tenderer particulars for Tender No. <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

1	Name of the Tenderer	
2	Address of the Tenderer	
3	Tenderer's bid number and date	
4	Name of the person to whom all references shall be made regarding this tender	
5	Designation of the person to whom all references shall be made regarding this tender	
6	Address of the person to whom all references shall be made regarding this tender	
7	Telephone No. (with STD Code)	
8	PAN/TAN	
9	E-Mail of the contact person:	
10	Fax No. (with STD Code)	
11	Website	

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.10 – Commercial Bid Letter

Commercial Bid Letter

To

Group General Manager/DNM
Railtel Corporation of India Limited (Railtel)
Plot No. 143, Institutional Area,
Sector-44, Gurugram,
Haryana 122003, INDIA.

Sir/ Madam,

Subject: Appointment of an Agency for supply, installation, configuration, operations and maintenance of ICT infrastructure for RailTel Data Centre(s)

Reference: Tender No**: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

We, the undersigned Tenderer, having read and examined in detail all the Tender documents in respect of **Appointment of an Agency for supply, installation, configuration, operations and maintenance of ICT infrastructure for RailTel Data Centre(s)** do hereby propose to provide services as specified in the Tender documents number **<TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

1. PRICE AND VALIDITY

i. All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.

ii. We are an Indian Firm and do hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.

2. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other Corporate Tax in altercated under the law, we shall pay the same.

3. UNIT RATES

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We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase / decrease of the scope of work under the contract.

4. EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft for a sum of **Rs. 7,00,000/- (Seven lakhs only).** This EMD is liable to be forfeited in accordance with the provisions of the ***Section III - General Conditions of the Contract***.

5. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Tenderers included in Tender documents.

6. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Tenderers. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

7. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are indicated in **Annexure 4.11 of *Section IV – Contents of the Bid*** attached with our Tender as part of the Tender.

8. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in **Annexure 6.1 of *Section VI – Additional Requirements/ Pro forma***.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)

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Printed Name
Designation
Seal.

Date:
Place:
Business Address:

Witness:		**Tenderer:**	
Signature	----------	**Signature**	----------
Name	----------	**Name**	----------
Address	----------	**Designation**	----------
		Company Seal	----------
Date	----------	**Date**	----------

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Annexure 4.11 – Breakdown of Cost Components

1. Tenderer should provide all prices as per the prescribed format under this Annexure. Tenderer should not leave any field blank. In case the field is not applicable, Tenderer must indicate "0" (Zero) in all such fields.
2. All the prices (even for taxes) are to be entered in Indian Rupees ONLY (percentage values are not allowed)
3. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
4. Purchaser reserves the right to ask the Tenderer to submit proof of payment against any of the taxes, duties, levies indicated.
5. Purchaser shall take into account all Taxes, Duties & Levies for the purpose of Evaluation
6. The Tenderer needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
7. **The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, Purchaser retains the right to negotiate this rate for future requirements.**
8. **For the purpose of evaluation of Commercial Bids the Purchaser shall make appropriate assumptions to arrive at a common bid price for all the Tenderers. This however shall have no co-relation with the Contract value or actual payment to be made to the Tenderer.**
9. **The Unit Rate mentioned in the following formats shall be used for the purpose of future procurement of the devices by RailTel, if required.**
10. The soft copy of the commercials should be either in MS Word or MS Excel and not PDF.

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A. Summary of Cost Components

S.No	Description	Cost
1.	**Installation & Configuration Cost**	**P1 = T1 + T2**
a.	Installation & Configuration Cost	T1
b.	Any other cost incurred during installation & configuration	T2
2.	**ICT Infrastructure Cost**	**P2**
3.	**Operations & Maintenance Cost**	**P3 = T3 + T4**
a.	AMC Cost	T3
b.	Cost of Operating & Maintaining the RailTel Infrastructure	T4
4.	**Total One-Time Cost**	**U = P1 + P2**
5.	**Total Recurring Services Cost**	**V = P3**
6.	**Total Cost[##]**	**Z = U + V**

[##] The total cost would be considered for commercial evaluation of the bids

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

B. Installation & Configuration Cost

a. The Tenderer shall provide a detailed break-up of the cost for supply, installation and configuration of ICT infrastructure at RailTel Data Centres and at office location mentioned in Scope of Work.

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S. No.	Description	Number of Resources Deployed (R1)	Duration (Man months) (R2)	Man-Month Rate (R3)	Total (INR) R4 = (R1*R2*R3)
1.	Pre-Installation Planning				
2.	Supply of component				
3.	Installation				
4.	Configuration				
5.	Commissioning of the ICT Infrastructure Solution				
6.	Reports formats				
7.	Procedure documents				
8.	Any other Component				
9.	.....				
10.	.....				
11.	Taxes (Please specify the components on which Taxes are being applied along with percentages				
Total (in figures)					**T1**
Total (in words)					

b. Any Other Cost incurred during Installation & Configuration

S. No.	Description	Unit	Quantity OR Number (R5)	Unit Rate (R6)	Cost (INR) R7 = R5*R6
1.	Total training charges				
2.	.....				
3.	Taxes (Please specify the components on which Taxes are being applied along with percentages				
Total (in figures)					**T2**
Total (in words)					

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C. ICT Infrastructure Cost

Tenderer shall provide the break-up of the ICT infrastructure cost in the following format. The Tenderer shall note:

i. *For software components, Tenderer should specify the number (slab) and type of licenses in the "Description" column.*

ii. ***Any other software component** that is not bundled with the hardware device and is needed to meet the requisite functionality defined in Scope of Work/ Annexure and is a separately priced item, should be indicated separately in the format.*

iii. ***Supply of any other active/passive items, equipment, cards necessary required to meet the end objective of this tender.***

iv. ***Detailed BOM should be provided for all the ICT Infrastructure solutions***

S. No.	Description	Quantity (R8)	Unit Rate (R9)	Taxes*			Total (INR)
				Type	%	Value (R10)	R11 = (R8*R9)+R10
A	***Backup Infrastructure***						
1.	*Storage/Backup System*	2					
2	*Tape Library (with tapes drives)*	1					
3	Any other hardware component						
4	Any other software component						
5	Others...						
6	**Sub-Total 1**						**S1**
7							
8							
9							
B	**Application Infrastructure**						
10	Enterprise Application Security Black Box Testing/scanner solution	1					
11	Any other hardware component						

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12	Any other software component						
13	Others.....						
14	**Sub-Total 2**						**S2**
D	***Security Infrastructure***						
15	UTM	10 (5 locations)					
16	Antivirus (Client Server) on all servers and computing infra (Desktop - 1200 users Server - 50)	lot					
17	Web Application Firewall	2					
18	Next Generation Firewall	4					
19	Intrusion Prevention System	4					
20	SSL Offloading	4					
21	DNS Anycast/security solution	4					
22	Any other hardware component						
23	Any other software component						
24	Others.....						
25	**Sub-Total 3**						**S3**
D	***Enterprise Management Systems***	1					
26	Helpdesk Software						
27	Network Performance Monitoring and Management						
28	Asset Management						
29	Service Level Management						
30	System and Database Management						
31	Application Performance Monitoring and Management						
32	Others….						

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33	**Sub-Total 4**						**S4**
Total (in Figures)							**P2 = S1+S2+S3+S4**
	Total (in words)						

**** Taxes (Please specify the components on which Taxes is being applied along with percentages. In case of multiple taxes applicable, please indicate each tax in a separate column).***

Note:

1. Others/any other components will not be considered for financial evaluation

2. Please do not fill values in the cells with grey colored background. The infrastructure items aligned to these grey colored cells are the break up items of the major component.

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D. Operations & Maintenance Services Cost

a. AMC Cost

S. No	Description	Percentage Rate	Year 4 (R12)		Year 5 (R13)
A	*Backup Infrastructure*				
1	*Storage/Backup System*				
2	*Tape Library*				
3	Any other hardware component				
4	Any other software component				
5	Others...				
6	Sub-Total 1			S5	
7					
8					
9					
B	Application Infrastructure				
10	Enterprise Application Security Black Box Testing/scanner Solution				
11	Any other hardware component				
12	Any other software component				
13	Others.....				
14	Sub-Total 2			S6	
C	*Security Infrastructure*				
15	UTM				
16	Antivirus (Client Server) on all servers and computing infra				
17	Web Application Firewall				
18	Next Generation Firewall				
19	Intrusion Prevention System				

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20	**SSL Offloading**				
21	**DNS Anycast/security solution**				
22	**Any other hardware component**				
23	**Any other software component**				
24	**Others.....**				
25	**Sub-Total 3**			**S7**	
D	***Enterprise Management Systems***				
26.	**Helpdesk**				
27.	**Network Performance Monitoring and Management**				
28.	**Asset Management**				
29.	**Service Level Management**				
30.	**System Management**				
31.	**Database Performance Monitoring and Management**				
32.	**Others….**				
33.	**Sub-Total 4**			**S8**	
34.	**Taxes (Please specify the components on which Taxes is being applied along with percentages**				
Total (in Figures)					**T3 = S5+S6+S7+S8+Taxes**
Total (in words)					

.Others/any other components and AMC for year 4 & year 5 will not be considered for financial evaluation

b. Cost of Operating & Maintaining the Railtel Infrastructure

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As per the resources indicated in **Annexure 4.5** – 3 of this section, the Tenderer should provide the cost in the following format. The numbers provided for the resources should at minimum include the indicative numbers provided in **Annexure 4.5** – 3 of this section.

S. No.	Resource Description	Resources (R14)	Man-Month Rate (R15)	Total (INR) (R16 = R15*R14)
1.	Storage/Backup Admin			
2	Security Expert/Security Team Manager			
3	Security Administrator – Perimeter Level Security (Firewall, UTM, SSL, WAF etc.)			
4	Training Cost (technical , operational)			
5	Others			
6	Taxes (Please specify the components on which Taxes is being applied along with percentages			
Total (in Figures)				**T4**
Total (in words)				

****.Others/any other components will not be considered for financial evaluation***

Witness: **Tenderer:**

Signature ---------- **Signature** ----------

Name ---------- **Name** ----------

Address ---------- **Designation** ----------

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Company Seal ----------

Date ---------- **Date** ----------

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Annexure 4.12 – Tender document Acknowledgement Letter

Dated.....

To,

Group General Manager/DNM

Railtel Corporation of India Limited (Railtel)

Plot No. 143, Institutional Area,

Sector-44, Gurugram,

Haryana 122003, INDIA.

Dear Sir/Madam

We hereby acknowledge receipt of a complete set of Tender Document consisting of Seven Sections (along with Annexures) enclosed pertaining to **"Appointment of an Agency for Supply, Installation, Configuration, Maintenance, and Operations of the ICT Infrastructure for Railtel Data Centres"** against **RailTel Tender No. :XXXXX** Dated <**DATE**>

7. We have noted that the closing date of receipt of the bids is **<DATE OF SUBMISSION OF BID>** at **<TIME OF SUBMISSION> hrs**. We have also noted the important dates provided in ***Section I- Invitation for Bids*.**

8. We guarantee that the contents of the above said Tender Document are non-transferable and will be kept confidential within our organization and text of the said documents shall remain the property of RailTel and that the said documents are to be used only for the purpose intended by RailTel.

Our address for further correspondence on this tender will be as provided below:

Email Address:
Fax No. :
Telephone No (with STD code):
Personal attention of:
(If required)

Yours faithfully,

(**Tenderer)**

Note: A copy of this form should be returned along with the Bid duly signed

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Witness:		**Tenderer:**	
Signature	----------	**Signature**	----------
Name	----------	**Name**	----------
Address	----------	**Designation**	----------
		Company Seal	----------
Date	----------	**Date**	----------

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Annexure 4.13 – Tenderer Particulars

Sl. No.	Area of the details to be provided		Responding Firm's/Company Details to be provided
1	Name of the Tenderer		
2	Address of the Tenderer		
3	Telephone number of the Firm/company		
4	Tenderer's Tender number and date		
5	Name of the contact person to whom all references shall be made regarding this tender		
6	Designation of the person to whom all references shall be made regarding this tender		
7	Address of the person to whom all references shall be made regarding this tender		
8	E-mail address of the Firm/company		
9	Fax number of the Firm/company		
10	Website address of the Firm/company		
11	Details of Registration	1. Registration Number of the Firm/company. 2. Name of the place where the firm/company was registered. 3. Date when the company was registered. 4.Product /Service for which registered	

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		5. Validity Period, if applicable.	
12	Central Service Tax No.		
13	VAT/Service Tax No.		
14	PAN No.		
15	• Annual Turnover during last three financial Years 2014-15,2015-16 and 2016-2017 • Positive net worth as on 31st March 2017 • Profitability as per eligibility criteria		
16	• Income Tax Paid during the last three financial Years 2014-15,2015-16 and 2016-2017		
17	Details of ownership of the firm (Name and Address of the Board of Directors, Partners, etc.)		
18	Name of the authorized Signatory who is authorized to quote in the tender and enter into the rate contract (Power of Attorney to be submitted)		
19	Name of the Bankers along with the branch (as appearing in MICR cheque) & Account #		
20	Status of Firm/company like Pvt. Ltd. etc.		
21	Locations and addresses of the offices.	1. Delhi or NCR region 2. The corporate address 3. The official address of the service delivery center	
22	Name and contact details of the Project Manager	1. Name of the Project Manager assigned for 2. Contact details viz; telephone number, official	

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		address of the Project Manager assigned.	

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.14– Details of Experience of responding firm

In response of each Project for the years 2014-15, 2015-16 and 2016 -2017

As per the format below the responding firm should provide information w.r.t each project on the similar assignments required for eligibility/technical evaluation criteria.

Sr. No.	**Items**	**Details**
General Information		
1	Customer Name	
2	Name of the contact person and contact details for the client of the assignment	
Project Details		
1	Project Title	
2	Start Date/End Date	
3	Current Status (work in progress/completed)	
4	Number of staff deployed in the assignment	
Size of the project		
	Order Value of the project (INR)	
Enclosures Required		
Enclosure A: *Narrative Description of the Project (attach separate sheet if required)* **Enclosure B:** *Documentary Proof and necessary details like Work Orders, Design layouts etc.* *Certificates or Letter of Appointments as per Eligibility Criteria clause 4*		

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Witness:		**Tenderer:**	
Signature	----------	**Signature**	----------
Name	----------	**Name**	----------
Address	----------	**Designation**	----------
		Company Seal	----------
Date	----------	**Date**	----------

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Annexure 4.15 – Details of Data Centre Projects executed

For each of the financial years 2014-15, 2015-16, 2016-2017

1	Complete Address of the Organization with contact person name and phone number	
2	Data Center Classification (Tier-2, Tier-3)	
3	Total Cost of the project	
4	Year of establishment	
5	Period of contracts	
6	Total Area of the Data Center	
7	Server Farm Area	
8	Details of ICT infrastructure deployed	
8.1	Enterprise class security systems deployed	
8.2	Enterprise class storage and backup deployed	
8.3	Enterprise class EMS	
8.4	Others as per Eligibility Criteria	
9	Remark	

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.16 – C.V. format

C.V. format of the Lead Members delineating experience each in Supply, Installation, Configuration, Maintenance and Operations of ICT Infrastructure Domains

<table>
<tr><td>1.</td><td>Name of the employee</td><td></td></tr>
<tr><td>2</td><td>Designation</td><td></td></tr>
<tr><td>3</td><td>Date of Birth</td><td></td></tr>
<tr><td>4</td><td>Nationality</td><td></td></tr>
<tr><td>5</td><td>Education</td><td>
<table>
<tr><th>Qualification</th><th>Name of School/College/University</th><th>Degree Obtained</th><th>Date Attended</th></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>6</td><td>Language</td><td>
<table>
<tr><th>Language</th><th>Read</th><th>Write</th><th>Speak</th></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>7</td><td>Employment Record</td><td>
<table>
<tr><th>Employer</th><th>Position</th><th>From</th><th>To</th></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>

(Starting with present position list in reverse order – Up to three quarters of a page)
</td></tr>
<tr><td>8</td><td>Relevant Experience</td><td>(Give an outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on these relevant assignments – Up to half of a page).</td></tr>
<tr><td>9</td><td>Certification</td><td>I, the undersigned, certify that to the best of my knowledge and belief,</td></tr>
</table>

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		this bio-data correctly describes myself, my qualifications, and my experience. Date: Place Signature of the Lead member

For and on behalf of

Signature of the candidate:

Witness:

Signature ----------

Name ----------

Address ----------

Date ----------

Tenderer:

Signature ----------

Name ----------

Designation ----------

Company Seal ----------

Date ----------

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Annexure 4.17 –Declaration Pro forma

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To,

Group General Manager/DNM

Railtel Corporation of India Limited (Railtel)

Plot No. 143, Institutional Area,

Sector-44, Gurugram,

Haryana 122003, INDIA.

Ref: **Tender No. : XXXXXXXXXXXX** dated XXXXX

Subject**:** Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units

Dear Sir/Madam,

We, the undersigned, hereby declare that we are not involved in any litigation with any client and are not under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units.

For and on behalf of

Signature:

(Authorized Signatory)

Name of the person:

Designation:

Name of the Respondent:

Address of the Respondent:

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Annexe 4.18 – Bid Data sheet

The section consists of provisions that are specific to various Clauses of the tender document Instruction to Tenderers (Section – II), General Conditions (Section – III)

Clause	Description
Clause **13.1,** Section - II	**Validity of offer** 180 days.
Clause **4.1,** Section – III	**Warranty** 36 months for hardware items from the date of PAC
Clause **6.1** Section - III	**AMC Period** (i) 24 months for hardware & Software items after expiry of 36 months warranty, further extendable after negotiation
Clause **16.1,** Section - III	**Delivery Period and Completion Period** Delivery Period: within 8 weeks from date of issue of LOA. Installation & Commission: within 12 weeks from date of issue of LOA.
Clause **9,** Section - III	**Performance Bank Guarantee (Security Deposit)** 20% of value of LOA
Clause **28,** Section - II	**Purchaser's Right to Vary Quantities** up to a maximum extent of +/- 30% of contract quantity
Clause **12.1,** Section - II	**Earnest Money Deposit (EMD)/ Bid Security** Rs. 7,00,000/- (Rs Seven Lakh only)
Clause **3,** Section - I	**Tender Fees** Rs. 2,500/- (Rs Two thousand and five hundred only)
Clause **34,** Chapter-4A	**Pre-Bid Conference** 15:00 hrs. of 23.05.2017

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Clause	Description
Clause **35.1,** Chapter-4A	**Last Date of Submission of Offer (online)** Date: 06.06.2017 Time: 15:00 hours Venue: same as above
Clause **37.1,** Chapter-4A	**Date of Opening of Tender (online)** Date: 06.06.2017 Time: 15:30 hours Venue: same as above

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.

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SECTION V - Scope of Work

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1 Introduction

RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, is a national telecom service provider having NLD, ISP and IP1 licenses and has built a nation-wide optical fiber network. RailTel's objective is to create a nation-wide broadband telecom and multimedia network.

The Corporation was formed in Sept 2000 with the vision to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to significantly contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

1.1 RailTel Telecom Network

RailTel is building State of the art multimedia telecom network using SDH/DWDM based transmission systems and high end MPLS-IP routers. RailTel has created countrywide state of the art SDH/DWDM backbone optical transport network using latest technology. More than 400 cities covering over 42,000 RKMs across the country are connected on the network with multiple STM-16 (n x 2.5 Gbps) connectivity. RailTel has also implemented ultra-high capacity DWDM network over 10,000 RKM to provide 400 Gbps which is further upgradable to 800 Gbps in future. The PAN India DWDM network has been operational since 2012.

RailTel's backbone Transport Network has been configured in multiple 'Self-Healing' Ring architectures which provide for redundancy by automatically redirecting and switching traffic from failed/ degraded routes for an uninterrupted service ensuring maximum up time and service reliability. The network supports multiple ring protection schemes. The network has been designed in such a way that full redundancy is available for bandwidth between any two points.

The whole network is managed centrally located at New Delhi with back up facilities at Secundrabad / Kolkata / Mumbai. RailTel has got unique advantage to offer the best quality service (QoS) from a single unified network with PAN India presence. The state of art network enables point and click provisioning of the bandwidth and other services from anywhere to anywhere in the country. It enables provisioning of traffic in any granularity from 2 MBPS to multiple of Gbps (n x Gbps) from its country wide strong backbone network.

MPLS Backbone

RailTel has implemented country wide MPLS-IP backbone network to provide whole range of VPN & Internet services. The network has been built using high end routers of Juniper network. The network supports services like Layer 3 and Layer 2 VPN services, broadband internet access, multicast services etc. The MPLS network has POPs at 150 cities across the country and is in the process of being extended to other important cities/towns also. The IP services at about **4000 POPs**

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in the country will be extended through Ethernet interface available in the SDH networks at these locations which will in turn be connected to MPLS –IP backbone network at the 150 cities. RailTel has recently started targeting the retail customers through Railwire using MPLS-IP backbone network, which provides quality broadband services.

1.2 NGN based NLD Network

RailTel has also rolled out NLD (National Long Distance) Services for carriage of Inter-Circle voice traffic based on the State of the Art NGN (Next Generation Network) platform. NLD backbone of RailTel has currently been rolled out in 56 cities having POIs (Point of Interconnection) with all Operators including BSNL/MTNL, Airtel, TTSL, Idea, Vodafone, Reliance, etc. The cities under Phase-I are Bangalore, Chennai, Mysore, Coimbatore, Hyderabad, Cochin, Mumbai, Pune, Ahmadabad, Nagpur, Delhi, Chandigarh, Jaipur, Jallandhar, Luck now, Kolkata, Bhubaneswar and Patna. Additional 36 cities covering all 23 Circles have been added last year. With its PAN India NLD network, RailTel will be able to carry calls to even the remote and rural parts of the country.

1.3 Licences & Services

Presently, RailTel holds IP-1, IP-II, NLD and ISP (Class-A) licenses under which the following services are being offered to various customers:

1.4 CGNAT Network

1.4.1 RailTel's Network Architecture

RailTel has a layered network architecture which comprises of four tiers. Tier 1 contains six internet gateways connected in a near full-mesh configuration. Tier 2 consists of 16 cities with every Tier 2 city connected to at least two Tier 1 cities. Tier 3 consists of 16 cities with every Tier 3 city connected to atleast 2 Tier 1 or 2 cities. Tier 4 cities are connected to at least two Tier 1/Tier 2/Tier 3 locations.

With the expansion of internet, Internet Protocol version 4 (IPv4) addresses have exhausted. The ever increasing number of subscribers can only be supported by Internet Protocol version 6 (IPv6) addresses. Being one of the latest entrants in the telecom space, RailTel has got limited number of IPv4 series public IP addresses and intends to use IPv6 series IPs to the extent possible. Telecom Regulatory Authority of India (TRAI) regulations also mandates that all major

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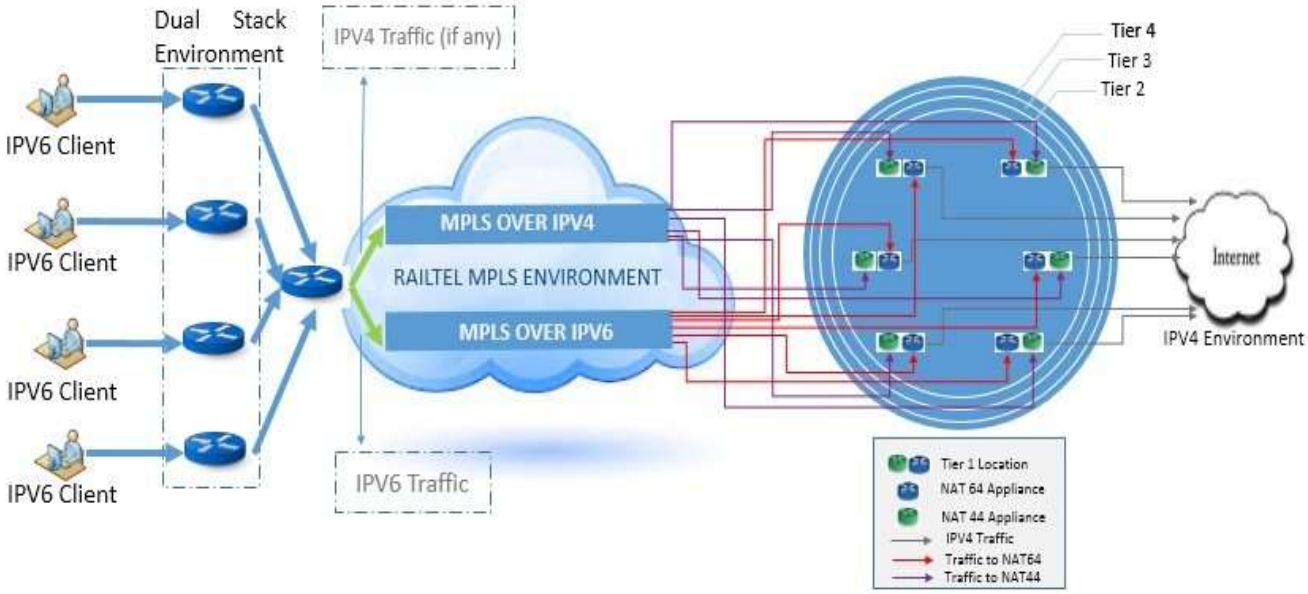
ISPs should be ready to handle IPv6 traffic and offer IPv6 services. RailTel also intends to leverage on other advantages of IPv6.



The CG-NAT solution has been deployed at the six internet gateway locations located in the Tier1 of the network topology. RailTel has developed an independent MPLS backbone for supporting IPV4 traffic and IPV6 traffic. When the data packet form the subscriber reaches RailTel's network, it is routed through the appropriate MPLS network (IPV4 traffic through MPLS IPV4 network and IPV6 through MPLS IPV6network). The NATing equipment are Installed at the ISP-Internet interface. The data traffic coming from IPV4 MPLS network is passing through CG-NAT44 equipment and the data traffic coming from IPV6 MPLS backbone is passing through the CG-NAT64 equipment. As a result, all packets reaching the internet (website-servers) have a public IPV4 associated to them. The network architecture of RailTel is depicted in the diagram above.

2 Overview of the project

Cyberspace is vulnerable to a wide variety of incidents (accidental or intentional). Cyberattacks that target the infrastructure or underlying well-being of an ISP can effectively reduce the available resources and undermine the confidence in their supporting structures. In order to build strong capabilities to counter advanced cyber threats, the RAILTEL, has envisaged the set-up of a defense-in-depth strategy for their Data Centers and their network services users.

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The overall Scope of Work (SoW) for the agency to be appointed through this Tender includes the following:

- Supply, installation, configuration, testing and commissioning of ***ICT infrastructure*** **components** like Web application Firewall, SSL offload, anti-virus etc.
- ***Five years on-site maintenance (breakup as 3 years comprehensive with remaining 2, year on year basis)*** **and provisioning of services** of all the ICT Infrastructure and their components after successful execution and acceptance by RailTel.
- ***Onsite support for Data Centre Operations on*** 8x5x365 basis by qualified and trained engineers/personnel for a period of one year (with extension to 2 more year) to ensure more than **99.9%** service availability.

3 Schedule of Requirements

The ICT infrastructure for RailTel will require various set of components for running their applications/services. The agency is responsible to Supply, Install, Configure and Maintain the entire solution. The Tenderer should propose only one solution that is in accordance with the Tender specifications. The following is a list of categories of components that the agency is expected to supply.

Each of the following categories is elaborated in the ***Clauses 4 and 5.***

- Enterprise Class Backup and Tape Library.
- Security infrastructure such as Firewalls, Anti-virus etc.
- Enterprise Management Systems
- Other Software tools

The above list is indicative, though the Tenderer will be required to provide an infrastructure which is scalable and provides for latest technologies. The Tenderer is free to add any additional components that are deemed necessary for providing the solution as a whole. The Tenderer should also consider the following while proposing the solution:

- The Tenderer should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the solution, including but not limited to the devices, equipment, accessories, software, licenses, tools, etc. should also be provisioned according to the requirements of the solution.
- RailTel will not be responsible if the Tenderer has not provisioned for any components, sub-components, assemblies, sub-assemblies as part of bill of material in the bid. The

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Tenderer will have to provision to meet the solution requirements the same at no additional cost and time implications to RailTel.

- The Tenderer should ensure there is a 24 x 7 x 365 comprehensive onsite support arrangement for a period of 5 years (breakup as of 3years plus 2 years) with all the OEM for respective components.
- It is expected that the Tenderer shall ensure that the equipment/components being supplied by him will not be declared end of sale for a minimum of 24 months from the date of its acceptance by the Purchaser and that the same will be supported by him for the duration of the contract from the date of its acceptance by the Purchaser. If the same is de-supported by the OEM for any reason whatsoever, the Tenderer shall replace it with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever
- Some of the key considerations for designing the Data Centre are given below:

A. Scalability

- All components of the data centre must support scalability to provide continuous growth to meet the requirements and demand. A scalable system is one that can handle increasing numbers of requests without adversely affecting the response time and throughput of the system. The Data Center should support both vertical (the growth of computational power within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common problem in parallel). Modular design of the Data Center is an excellent strategy to address growth without major disruptions. A scalable Data Center shall easily be expanded or upgraded on demand. Scalability is important because new applications component is constantly being deployed, either RailTel in-house developed applications or providing hosting facility to their clients.

B. Availability

- All components of the data center must provide adequate redundancy to ensure high availability of the applications and other Data Center services. Designing for availability assumes that systems will fail, and therefore the systems are configured to mask and recover from component or server failures with minimum application outage. The bidder shall make the provision for high availability for all the services of the data center. However, application availability is the responsibility of the application owner and the bidder cannot be held responsible for any problem related to application and its availability.

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C. Interoperability

– The entire system/ subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several vendors must interact well with each other.

The following sections provide Technical specifications of the Data Centre equipment to be procured, installed, configured, maintained and operated by the agency as part of this Tender.

4 Data Centre Infrastructure

RailTel has its own Data Centre at Secunderabad and Gurugram. Through these data centre, RailTel is offering the following Services

- Co-Location
- Dedicated Hosting
- Cloud Computing
- DR Site Services

The bidder needs to supply, install and configure the below solutions at both Gurugram and Secunderabad Data Centre.

Backup

Bidder has to take backup of all Servers (physical and virtual), applications and databases at the Data Centres to local Data backup (Local disk backup) in to the Tape library. Bidder should consider D2D2T backup solution with license based on capacity. Proposed backup solution should include Tape Library Latest Technology and Disk Library to back up all the servers in the datacenter. Bidder should provide the required agents for RDBMS, Application & other component used in data center for backup. Backup Media cost would be borne by the bidder. The solution to be deployed at both the Data centre(s), Gurugram & Secunderabad.

– Backup software must support GUI with centralized management / Single interface for management of all backup activities.

– The offered software must support Advanced sharing of different media across the environment (disk, tape and optical)

– All license to be quoted on capacity basis.

– The offered software must support multiple level of backups including full, incremental,

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differential and synthetic full.

- The offered software must support following application and database backup with native integration (without third party agents integration) for 64-bit Active Directory, SQL, Exchange, Share-Point, Oracle, MySQL, PostGreSQL etc.
- The offered software must provide Enterprise-wide search and data classification for flat files integrated with the base product.
- The software must be able to perform inline block-level de-duplication of data across backup and archive.
- The software must provide Global de-duplication
- The software must be able to Compress and Encrypt data at the Client-side and this feature should be available even during de-duplication.
- The offered software must have various Encryption algorithms including 128 bit Blowfish, 128 bit AES, 256 BIT AES and Serpent and encryption granularity and should not demand for additional license, any such license if needed should be quoted for the total backup capacity license.
- The offered software must support complete integration of Server Backup, Desktop/Laptop Backup, Virtual Machine Backup, Snapshot Management, Archive and Replication Solution with a Single Console to manage all the solutions
- The offered software solution must support hardware integrated snapshot backup, with application aware, including virtualization and granular recovery option for leading storage vendors Dell, IBM, HP, EMC, HDS, Fujitsu, NetApp etc.
- The offered software must support sharing of media between media servers to reduce tape count.
- Backup solution must support multi tenancy feature for creation of distinct data zones.
- The offered software must be able to auto discover guest VMs and dynamically configure them for data backup.
- The offered software solution must support IPV4 and IPV6 addressing system.
- The offered software solution must have capability to do trend analysis for capacity

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planning of backup environment.

- The offered software must support heterogeneous media server agent failover.

Tape Library

The solution to be deployed at Gurugram Data Centre.

- The Tenderer should provision tape library as a backup device for the purpose of data backup & restoration.
- The tape library should include a bar-code reader to enable managing the inventory of tape cartridges.
- The Tape Library should support barcode reading. Supply should include LTO WORM tape media along with Barcode labels.
- The tape library should have mixed media support and should be proposed along with necessary software/licenses
- The tape library should have capability for automatic calibration of robotic arm.
- The Tenderer should provision adequate number of native full-duplex Fibre Channel ports on the tape library so as to stream data for full-utilization of all the tape drives and also ensuring the backup requirement indicated above.
- Proposed Tape library should be supplied along with required rack mounting kit which should fit into 42U rack or should be 45U library frame size. Supply should include all the required cables/PDUs/equipment's necessary for making the system operational.
- The tape library should have capability to backup data from multiple hosts running HP-UX, IBM AIX, MS Windows, Linux, SUN Solaris, etc.
- Tenderer should provision native web-based remote management tool for remote administration.
- Offered Tape drive should be native FC/ SAS LTO-7.
- Offered drive should have native speed of minimum 300MB/sec and a compressed speed of 700 MB/sec for 2.5:1 compression.
- Tape drives with Encryption capability
- The Tape Library should be SMI-S/ (SNMP& SMTP) complaint.

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Web Application Firewall

The solution to be deployed at Gurugram Data Centre.

- The solution should be capable of inspecting, analyzing Application Layer traffic as well as blocking malicious intrusions at the application layer.
- The solution should provide capability to configure application wise policies to monitor specific web application elements such as application session logic, form fields etc
- The solution should provide central policy management for multiple web application firewalls from a single web interface
- The solution should provide capability to configure application wise policies to monitor specific web application elements such as application session logic, form fields etc
- The solution should provide both web application firewall logs and syslog-based logs events
- The solution should have in-built audit trails

SSL offloading

The solution to be deployed at both the data centres, Gurugram & Secunderabad.

- Dedicate SSL Chipset for SSL Offloading
- SSL be card based for 1024 and 2048 bits certificates and support 4096 bit
- Should support conversion of server http redirect to https redirects.
- URL Rewrite. URL re-writes to ensure delivery secure content through HTTPS protocol.
- Public Key Infrastructure. The SSL offloader must support public key infrastructure features like RSA key pair generation, Server Certificate enrolment, Server key and certificate import etc.
- System should support different protocol parsers such as HTTP, SSL, DNS, FTP,TFTP, RADIUS, SIP, , SMTP, SPDY, RTSP
- System should support SSHv2/SNMPv3
- System should support TLS 1.0, TLS 1.1, TLS 1.2, SSL3

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- System should support Hashing Algorithms like MD5, SHA-1, SHA-2, SHA256, SHA384 , SHA3

Next Generation Firewall

The solution to be deployed at both the data centres, Gurugram & Secunderabad.

- The appliance should be hardware based, reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems.
- The appliance should combine firewall, IP Sec and SSL VPN into a single device.
- The system should support throughput of firewall, IP Sec, etc. as per the requirement of the project
- The system should have integrated SSL VPN solution.
- The firewall solution should support NAT64, DNS64 and DHCPv6.
- The proposed system should be able to operate on either Transparent (bridge) mode to minimize interruption to existing network infrastructure or NAT/Route mode.
- The physical interface shall be capable of link aggregation, otherwise known as the IEEE 802.3ad standard.
- The system should support IPSEC VPN, PPTP VPN, L2TP VPN and SSL VPN.
- The system should support multi-zone VPN, IPSec & ESP security, NAT traversal, hub and spoke architecture and redundant gateway architecture.
- The system should provide IPv6 IPSec feature to support for secure IPv6 traffic in an IPSec VPN.
- The proposed solution should support Virtualization (Virtual Firewall, Security zones and VLAN).
- Administrator shall be able to define sensitive data patterns, and data matching these patterns that will be blocked and/or logged when passing through the unit.
- The proposed system should have built-in high availability (HA) features without extra cost/license or hardware component

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Intrusion Prevention System

The solution to be deployed at both the data centres, Gurugram & Secunderabad.

- IPS signatures should have a configurable actions like terminate a TCP session by issuing TCP Reset packets to each end of the connection, or silently drop traffic in addition to sending an alert and logging the incident
- Signatures should have severity level defined to it so that the administrator can understand and decide which signatures to enable for what traffic (e.g. for severity level: high medium low)
- Solution should be able to detect & Prevent the Bot communication with C&C
- The IPS should have deployable capability in the Passive or IDS mode, Inline Protection or Inline Simulation mode.
- The IPS should be able to detect and block all known, high risk exploits along with their underlying vulnerability (not just one exploit of that vulnerability).
- The IPS should be capable of detecting and blocking zero-day attacks without requiring an update.
- The IPS should employ full seven-layer protocol analysis of over maximum internet protocols and data file format.
- The IPS detection methodologies should consist of:
    a) Signature based detection using real time updated database.
    b) Anomaly based detection that is based on thresholds.

Advance Persistent Threat Solution

The solution should be able to communicate bi-directionally with the proposed UTM solution for automatic blocking.

- The proposed solution should be able to detect and prevent advanced Malware, Zero-day attack, spear phishing attack, drive by download, watering hole and targeted

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Advanced Persistent Threat without relying on just Signature database.

- The proposed solution should perform dynamic real-time analysis of advanced malware on the appliance itself to confirm true zero-day and targeted attacks. No information should be sent to third party systems or cloud infrastructure system for analysis and detection of Malware.
- The proposed solution should automatically detect and confirm multistage zeroday malware and targeted attacks without prior knowledge of the malware.
- The proposed solution should utilize a state-full attack analysis to detect the entire infection lifecycle, and trace the stage-by-stage analysis of an advanced attack, from system exploitation to outbound malware communication protocols leading to data exfiltration.
- The proposed solution should analyse advanced malware against a cross-matrix of different operating systems (windows flavors) and various versions of pre-defined applications.
- The proposed solution should have the ability to analyze, detect and block malware in common file formats including but not limited to executables, JAVA, PDF, MS Office documents, common multimedia contents such as JPEG, GIF and ZIP/RAR/7ZIP/TNEF archives to prevent advanced Malware and Zero-day attacks.
- The proposed solution should be able to send both summary notifications and detailed per-event notifications utilizing the protocols (SMTP, SNMP, or HTTP POST)

Application Black Box Testing

- Cross Site Scripting – Product should tests for vulnerabilities of this class
- Buffer Overflow/Overruns – Product should identify vulnerabilities of this class
- SQL Injection – Product should tests for vulnerabilities of this class
- Cookie Poisoning – Product should identify any vulnerabilities of this class
- Hidden Field Manipulation – Product should identify if hidden field manipulation is possible

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- HTTP Response Splitting – Product should check to determine that proper input handling exists and notify it HTTP Response Splitting is possible
- Data Sanitization – Product should check for command character escaping and user input encoding
- User Passwords – Product should check to determine that sensitive data/PII or higher data classification is sent over secure channels only
- Authentication and Session Management – Product should check to determine that proper authentication is in place and that session integrity is not compromised
- Privilege Escalation Testing - Product should check to determine if unauthorized users can gain access restricted resources
- Configuration Management – Product should check to determine that configuration management is secure (i.e., extra verbs not present, config files not writeable, sample sites present, etc.)
- 3rd Party Misconfiguration – Product should check to determine that all 3rd party applications are properly configured to prevent any known vulnerabilities from being exploited
- Format String Command Execution - Product should check to determine that it is not possible to execute remote commands on the web server through malicious input
- Cross Site Request Forgery - Product should check to determine if it's possible to perform an action on the vulnerable site on behalf of the legitimate user.
- Web Services – Product should perform web services application scans, includes SOAP version 1.2 coverage
- Web Services - Product should support web services scan that needs support for MIME attachments, WS encryption, WS signature
- Error Handling – Product should check to determine if proper error handling is in place and that no errors give explicit information about the application or system
- Web Forms Tampering – Product should have the ability to tamper with existing form values to test for vulnerabilities

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- Product should reports against all WASC categories
- Product should provide ability to save reports to HTML/PDF/WORD
- Product should provide ability to store and report on full requests and responses

The detailed specification parameters for the along with minimum requirements, wherever applicable, are provided in ***Annexure I – Technical Specifications*** respectively. Tenderer is required to provide the specifications for the offered solution in this format as part of its bid.

5 Network Services

Railtel offices span across the country. These offices leverages the network services by connecting to the CGNAT via six the internet gateways deployed. The tenderer will be required a centralized directory server for user authentication. The end systems at these offices need to be kept secured thereby detecting/prevention of any malicious activity to or from these systems.

Antivirus

The antivirus system utilized should at minimum provide the following features:

- Should protect computer from virus attacks in real time without compromising performance of the system
- Should support 64 bit environment
- Should be capable of detecting and cleaning virus infected files as well as scanning for ZIP, RAR compressed files, and TAR, archive files etc.
- Should support upgrade and update without moving to a server off-line status
- Should use multiple scan engines during the scanning process
- Should have in-memory scanning so as to minimize Disk I/O
- Should have Multi-threaded scanning
- Should have scanning of nested compressed files
- Should be capable of specifying the logic with which scan engines are applied; such as the most recently updated scan engine

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- Should have content filtering, spam detection at gateway level
- Should have an anti-spam solution
- Should support various types of reporting formats such as CSV, HTML and text files
- The login through server must be properly scanned without any failure
- Should be capable of being managed by a central management station
- Should be capable of protecting all the servers collocated in the data centre

Unified Threat Management

The bidder needs to supply, install and configure the UTM at Railtel offices at the following locations

a. Gurugram
b. Secunderabad
c. Kolkata
d. Mumbai
e. Chennai

- The UTM appliance should be hardware based, reliable, purpose-built security appliance with hardened operating system that eliminates the security risks associated with general-purpose operating systems.
- The appliance should combine firewall, application control, IP Sec and SSL VPN, intrusion prevention, antivirus, antimalware, anti-spam and web filtering into a single device.
- The system should support throughput of firewall, IP Sec, IPS etc. as per the requirement of the project
- The system should have integrated SSL VPN solution.
- The firewall solution should support NAT64, DNS64 and DHCPv6.
- The proposed system should be able to operate on either Transparent (bridge) mode to minimize interruption to existing network infrastructure or NAT/Route mode.
- The physical interface shall be capable of link aggregation, otherwise known as the IEEE 802.3ad standard.
- The system should support IPSEC VPN, PPTP VPN, L2TP VPN and SSL VPN.

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- The system should support multi-zone VPN, IPSec & ESP security, NAT traversal, hub and spoke architecture and redundant gateway architecture.
- The system should provide IPv6 IPSec feature to support for secure IPv6 traffic in an IPSec VPN.
- The proposed solution should support Virtualization (Virtual Firewall, Security zones and VLAN).
- The IPS detection methodologies should consist of:
    c) Signature based detection using real time updated database.
    d) Anomaly based detection that is based on thresholds.
- Administrator shall be able to define sensitive data patterns, and data matching these patterns that will be blocked and/or logged when passing through the unit.
- The proposed system should have built-in high availability (HA) features without extra cost/license or hardware component
- Solution should be able to identify malwares coming from incoming files and malwares downloaded from Internet
- Solution should be able to Discover bot outbreaks
- Solution should be able to discover the Bot infected machine
- Solution should be able to prevent bot damage
- Solution should have an Multi-tier bot discovery ie Detect Command and Control IP/URL and DNS
- Solution should be able to inspect https traffic on the fly for infected file using its own Anti-virus (AV) engine. It should be able to notify users if the traffic is blocked due to upload of infected file.
- Anti-virus scanning should support file based and stream mode Anti virus detection.
- Solution should give information related to Perfomance impact and confidence level of protections while creating profiles.
- Solution should have an option of configuring Exception. 6 Solution should be able to Scan by File direction and IP address

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The detailed specification parameters for the along with minimum requirements, wherever applicable, are provided in ***Annexure I – Technical Specifications*** respectively. Tenderer is required to provide the specifications for the offered solution in this format as part of its bid.

DNS Security

The bidder needs to supply, install and configure the solution at Railtel Data cenre(s) at the following locations

a. Gurugram
b. Secunderabad

- The offered product shall support secure remote login using SSH
- The offered product shall be resilient enough to mitigate following types of attacks Foot Printing, Data Modification, Redirection, DoS & DDoS, DNS reflection, DNS Amplification, TCP/UDP/ICMP floods, DNS caching poisoning, protocol anomalies based attacks, DNS Tunneling attack, DDOS NXDomain attack, and DNS based exploits.
- The offered product shall provide comprehensive set of reports to view attack activities & blocked IP.
- The DNS system locations shall be able to work in Failover scenario i.e. in case any DNS system at one location is failed other location must be able to take load automatically.
- The offered product shall have DNS solution which meet following firewall functionality
    a) DNS DDoS mitigation
    b) DNS Protocol inspection and validation
    c) DNS record type ACL
    d) Block access to Malicious IPs
    e) High performance DNS cache
    f) Should support IP ANYCAST
    g) Should support DNSSEC
    h) DNS DDoS threshold alerting
    i) DNS logging and reporting
    j) Hardened DNS code

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- Shall have SNMP support v2 and v3 (for sending alerts in case of some failures).
- Shall support role based administration of device
- Shall support for external RADIUS, & LDAP and TACACS integration for administrator authentication.

The detailed specification parameters for the along with minimum requirements, wherever applicable, are provided in ***Annexure I – Technical Specifications*** respectively. Tenderer is required to provide the specifications for the offered solution in this format as part of its bid.

6 Services

This following is the summary of operations and maintenance services to be provided by the Tenderer: It should be noted that the activities performed by the agency will be under the supervision of RAILTEL

- The Tenderer shall provide comprehensive **onsite support** to RAILTEL on a **8 x 5 x 365** basis and on call support for **24x7x356** to ensure an **uptime of 99.9% for the ICT infrastructure solution** at the Data Centres in accordance with the Service Level Agreement mentioned as part of this tender.
- The Tenderer shall commit to provide all necessary **manpower resources onsite** to resolve any issues/incidents and carry out required changes, optimizations and modification.
- The Tenderer shall assign onsite manpower resources on a 8 x 5 x 365 basis to diagnose, troubleshoot and resolve issues related to the Data Centre services. The onsite support staff should possess capability for supporting the equipment and components proposed, but not limited to undertaking preventive and break-fix maintenance, troubleshooting, resolving problems, tuning, etc. The Tenderer shall also provision for **necessary offsite support** to ensure continuity of operations for RAILTEL.
- The Tenderer shall provide comprehensive technical support services for all the hardware and software for the entire period of the contract. The technical support should include all the upgrades, updates and patches that are released by the respective OEMs during the period of contract.
- The Tenderer shall provide **comprehensive onsite warranty on a 24 x 7 x 365 basis** for a period of total 5 (Five) calendar years (breakup as of 3 years plus 2 years) from the date

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of acceptance of all ICT infrastructure provided as part of scope of this tender. The warranty period shall commence from the **date of acceptance** of the entire system.

- Besides the **ICT infrastructure procured by RAILTEL as part of this RFP/Tender, the Tenderer shall also provide Installation/Configuration and on-going maintenance services for the ICT infrastructure already deployed at the Data Centre**.
- The Tenderer shall provide all necessary training to RAILTEL towards successful functioning of the Information Security Systems which are installed, configured and maintained.

- The Tenderer shall implement best practices from ITIL, ISO 27001:2005, ISO 27002:2005, ISO 20000-1, ISO 20000-2 etc.

The following sections elaborate the operations and maintenance requirements of the Tender in more detail.

6.1 Installation and Configuration of the Commissioned ICT Infrastructure

- The Tenderer shall be responsible for the delivery, installation and commissioning of the equipment in the Data Centre. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL
- The Tenderer shall carry out the planning and layout design for the placement of equipment in the Data Centre. The plan and layout design should be developed in a manner so as to optimally and efficiently use the resources and facilities provisioned at the Data Centre. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL
- The plan and design documents thus developed shall be submitted to RAILTEL for approval and the acceptance would be obtained prior to commencement of installation.
- The Tenderer shall carry out installation of equipment in accordance with plans and layout design as approved by the RAILTEL.
- The Tenderer shall carry out the Proof of Concept (POC) of the ICT infrastructure solutions before the final installation and acceptance of the system. These activities shall be performed by the agency under the supervision of RAILTEL.

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6.2 Onsite support

- The Tenderer should ensure that the entire ICT Infrastructure is operational in accordance with the stipulated service standards in ***Section VII – Service Level Agreement***.
- The Tenderer along with all the associated OEMs should commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification to ensure that the ICT infrastructure is operational in accordance with the stipulated service standards in ***Section VII – Service Level Agreement***.
- The onsite technical support should also include all the upgrades, updates and patches that are released by the respective OEMs during the period of contract.
- The Tenderer should provide comprehensive **onsite warranty** on a **24 x 7 x 365** basis for a period of total 5 (Five) calendar years (breakup as of 3 years plus 2 years) from the date of acceptance on all ICT infrastructure solution provided as part of scope of work. The warranty period shall commence from the date of acceptance of the entire system as described in **Clause** 6 of this section.

6.3 Ongoing Operations and Maintenance Services

The Tenderer would be responsible for managing and maintaining the Data Centre operations on an 8 x 5 x 365 basis. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL. Ongoing operations and maintenance of the Data Centre shall comprise of the following activities in conjunction with the indicative features required by the EMS as specified in Section 4.3.9:

6.3.1 Help Desk

The help desk service will serve for all ICT related incidents and service requests. The service will provide a Single Point of Contact (SPOC) and also resolution of all the incidents with root cause analysis that may arise during the Operations phase. This helpdesk system should align with ITIL based incident and problem management applications. This service also includes the non-IT infrastructure for the Data Centre. Certain minimum features required by the help desk system are provided below:-

- The Tenderer shall provide a **24x7x365 Help Desk facility** for reporting issues / problems with the ICT infrastructure as well as non-IT components.

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- The Help desk shall be the single point of contact for the resolution of all ICT infrastructure related issues / problems.
- The Help Desk shall undertake the following activities:
    - Log issues / complaints related to ICT infrastructure at the Data Centre under the scope of work and issue an ID number against the issue / complaint.
    - Assign severity level to each issue / complaint so as to maintain categorization and differentiate the criticality of the incident via the priority levels, severity levels and impact levels
    - Track each issue / complaint to resolution
    - Escalate the issues / complaints, to RAILTEL if necessary as per the escalation matrix defined in discussion with RAILTEL.
    - Provide feedback to the callers.
    - Analyze the issue / complaint statistics
    - Provide for audit logs and reports to track changes and updations
    - Creation of knowledge base on frequently asked questions to aid the users of the ICT infrastructure.
    - The helpdesk system should allow for flexibility of logging incident manually via windows GUI and web interface. Such a web interface should also allow for viewing, updating and closing of incident tickets
    - An industry standard Enterprise class Helpdesk software has to be provided along with requisite number of software licenses
    - Multi-tenant architecture supporting service desk consolidation for global enterprises
    - Should provision for all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
        - Email
        - Telephone (mobile phone alerts)
        - Web Based
    - Should implement a call logging system in line with the severity levels as mentioned in the SLA

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- The Help Desk System should also have an in built work flow for helpdesk automation
- The Help Desk System should at minimum allow for seamless integration with other service management solutions (change, asset, service level, service request, identity, knowledge etc.)

6.3.2 Vendor Management Services

Certain minimum deliverables sought from the Tenderer with regards to vendor management are provided below:-

- The Tenderer should coordinate with all the relevant vendors of RailTel for Data Centre basic infrastructure, other vendors etc. to ensure that the user problems and issues are resolved in accordance with the SLA of the vendor. The Tenderer should also ensure that unresolved items are escalated in accordance with the escalation matrix.
- Maintain database of the various vendors with details like contact person, telephone nos., escalation matrix, response time and resolution time commitments etc.
- Draw a consolidated quarterly SLA performance report across vendors for consideration of RAILTEL.
- The SLA performance acceptance of the tenderer will have to be certified by by RAILTEL.

6.3.3 System Maintenance and Management

Certain minimum deliverables sought from the Tenderer with regards to System Maintenance and Management are provided below:-

- The Tenderer shall be responsible for tasks including but not limited to setting up servers, configuring and apportioning storage space, account management, performing periodic backup of data and automating reporting tasks, and executing hardware and software updates when necessary. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL
- The Tenderer shall provision skilled and experienced manpower resources to administer and manage the entire ICT Infrastructure solution at the RAILTEL Data Centre.

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- On an ongoing basis, the Tenderer shall be responsible for troubleshooting issues in the ICT infrastructure solution to determine the areas where fixes are required and ensuring resolution of the same.
- The Tenderer shall be responsible for identification, diagnosis and resolution of problem areas pertaining to the ICT Infrastructure and maintaining the defined SLA levels.
- The Tenderer shall implement and maintain standard operating procedures for the maintenance of the ICT infrastructure based on the policies formulated in discussion with RAILTEL and based on the industry best practices / frameworks. The Tenderer shall also create and maintain adequate documentation / checklists for the same.
- The Tenderer shall be responsible for managing the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, other devices, etc. **The tenderer will be required to set up a centralized Directory server.**
- The Tenderer shall be responsible for management of passwords for all relevant components and devices under his purview and implement a password change mechanism in accordance with the security policy formulated in discussion with RAILTEL and based on the industry best practices / frameworks like ISO 27001, ISO 20000 etc.
- The administrators will also be required to have experience in latest technologies like virtualisation and cloud computing so as to provision the existing and applicable infrastructure on a requirement based scenario

6.3.4 System Administration

Certain minimum deliverables sought from the Tenderer with regards to System Administration are provided below:-

- 8*5*365 monitoring and management of the servers in the Data Center.
- The Tenderer shall ensure proper configuration of server parameters. The Tenderer shall be the single point of accountability for all hardware maintenance and support the ICT infrastructure at the Data Centre. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL

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- The Tenderer shall be responsible for Operating system administration, including but not limited to management of users, processes, preventive maintenance and management of upgrades including updates, upgrades and patches to ensure that the system is properly updated.
- The Tenderer shall also be responsible for installation and re-installation in the event of system crash/failures.
- Proactive monitoring of all the applications hosted in the Data Center.
- Facilitate application migration in coordination with application owners/departments
- The Tenderer shall appoint system administrators to regularly monitor and maintain a log of the monitoring of servers to ensure their availability to RAILTEL at all times.
- The Tenderer shall undertake regular analysis of events and logs generated in all the sub systems including but not limited to servers, operating systems etc. The system administrators shall undertake actions in accordance with the results of the log analysis. The system administrators should also ensure that the logs are backed up and truncated at regular intervals. The Tenderers are advised to refer CERT-In Guidelines so as to ensure their alignment with the practices followed.
- The system administrators should adopt a defined process for change and configuration management in the areas including, but not limited to, changes in servers, operating system, applying patches, etc.
- The system administrators should provide hardening of servers in line with the defined security policies
- The system administrators should provide integration and user support on all supported servers, data storage systems etc.
- The system administrators should provide directory services such as local LDAP services and DNS services and user support on all supported servers, data storage systems etc.
- The system administrators will be required to trouble shoot problems with web services, application software, desktop/server relationship issues and overall aspects of a server environment like managing and monitoring server configuration, performance and activity of all servers.

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- Documentation regarding configuration of all servers, IT Infrastructure etc.
- The system administrators shall be responsible for managing the trouble tickets, diagnosis of the problems, reporting, managing escalation, and ensuring rectification of server problems as prescribed in ***Section VII – Service Level Agreement.***
- The administrators will also be required to have experience in latest technologies like virtualisation and cloud computing so as to provision the existing and applicable infrastructure on a requirement based scenario

6.3.5 Storage Administration

Certain minimum deliverables sought from the Tenderer with regards to Storage Administration are provided below:-

- The Tenderer shall be responsible for the management of the storage solution including, but not limited to, storage management policy, configuration and management of disk array, SAN fabric / switches, tape library, etc. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL
- The Tenderer shall be responsible for storage management, including but not limited to management of space, SAN/NAS volumes, RAID configuration, LUN, zone, security, business continuity volumes, performance, etc
- RAILTEL would additionally remotely manage the storage system and components and appropriate setup should be provided by the Tenderer
- The storage administrator will be required to identify parameters including but not limited to key resources in the storage solution, interconnects between key resources in the storage solution, health of key resources, connectivity and access rights to storage volumes and the zones being enforced in the storage solution.
- The storage administrator will be required to create/delete, enable/disable zones in the storage solution
- The storage administrator will be required to create/delete/modify storage volumes in the storage solution
- The storage administrator will be required to create/delete, enable/disable connectivity and access rights to storage volumes in the storage solution
- To facilitate scalability of solution wherever required.

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- The administrators will also be required to have experience in latest technologies like virtualisation and cloud computing so as to provision the existing and applicable infrastructure on a requirement based scenario

6.3.6 Backup / Restore

- The Tenderer shall be responsible for backup of storage as per the policies of RAILTEL at the Data Centre. these policies would be discussed with the Tenderer at the time of installation and configuration. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL
- The Tenderer shall be responsible for monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies
- The Tenderer shall be responsible for prompt execution of on-demand backups of volumes and files whenever required by RAILTEL or in case of upgrades and configuration changes to the system.
- The Tenderer shall be responsible for real-time monitoring, log maintenance and reporting of backup status on a regular basis. The Tenderer shall appoint administrators to ensure prompt problem resolution in case of failures in the backup processes.
- The administrators shall undertake media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite).
- The Tenderer shall also provide a 8 x 5 support for file and volume restoration requests at the Data Centre.

6.3.7 Network monitoring

- The Tenderer shall provide services for management of network environment to maintain performance at optimum levels on a 8 x 5 basis. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL
- The Tenderer shall be responsible for monitoring and administering the network within the Data Centre up to the integration points with RailTel MPLS

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network. The Tenderer will be required to provide network related services for routers, switches, load balancer, NTP services etc.

- The Tenderer shall be responsible for creating and modifying VLAN, assignment of ports to appropriate applications and segmentation of traffic.
- The Tenderer shall co-ordinate with the Data Centre Site Preparation agency in case of break fix maintenance of the LAN cabling or maintenance work requiring civil work.

6.3.8 Information Security Monitoring and Management

The Tenderer shall provide services (monitoring and management) for the infrastructure systems related to information security. Management of this environment in order to ensure confidentiality, integrity, availability and non-repudiation of the services on a 8 x 5 basis. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL The team will be required to provide monitoring and management of activities including but not limited to the following:-

- ***Firewall Monitoring and Management***

  - Installation and maintenance of the firewall
  - Firewall Hardening with initial configuration
  - Performance Monitoring
  - Regular Monitoring of the LAN errors
  - Firewall Rule based policy changes
  - Security Policy Configuration*
  - Create and maintain Network Access Policy (NAP) document (the access specification) agreed between the parties from time to time.
  - 'Log File review and analysis of information on traffic flow
  - Log File trend upgrade and analysis
  - Compliance Testing
  - Design, configure and maintain all Network Address Translation (NAT) services.
  - Access control management through creation of the Network Access Policy and firewall rules
  - Implementation and maintenance.
  - Manage access to F/W logs policies and performance statistics for viewing through secure web portals
  - Manage the functioning of Regular Reports so as to provide detailed auditing of configuration history and change of journals. Alerts include

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critical configuration changes, potential malicious activity and operational alarms
- Incidence response
- Lifecycle Management of all Hardware and Software components
- Firewall Backup

- ***Virtual Private Network Monitoring and Management***

  - Configuration and maintenance of the VPN gateway to meet customer's specific requirement of VPN - Client to Site and Site to Site.
  - Monitoring of the local and remote VPN gateway availability
  - Monitoring of the VPN tunnel availability through artificial traffic inside the VPN tunnel
  - Monitoring of the VPN tunnel delays and detection of slow VPN connections
  - Transparent VPN tunnel (virtual connection) between pairs of sites using technology specification
  - Cryptographic services according to IPsec specification with strong encryption and pre-shared secrets authentication.
  - Access control management through creation of the Network Access Policy and firewall rules

- ***Network Based Intrusion Prevention System - Monitoring and Management***

  - Traffic Profiling
  - Define Alert levels and Incident response level
  - Root cause analysis
  - Technical support
  - Monitor NIPS for 24*7 availability
  - Restore NIPS availability
  - Determine Intrusion occurrence
  - Upgrade of vendor provided intrusion signatures
  - Regular Monitoring of the attack logging rules' logs
  - Regular Monitoring of the generic deny rules' logs
  - Regular Monitoring of the attack bandwidth utilization
  - Network attacks and serious attack attempts analysis
  - Uncovered new vulnerabilities assessment
  - Propose corrective and preventive actions.
  - Monitoring and subscribing to external network security information in order to evaluate new attacks and propose preventive steps.

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- Installation and configuration of NIPS Software and Hardware
- Provide maintenance and upgrade of service component Software
- Provide reporting of intrusions and actions, web based access
- Regular Reports
- Incidence response
- Prevent all known network based attacks
- Design and Configuring IPS services in response to DDOS attack types
- Filter out IP and TCP illegal packet types
- Design and Configuring IPS services in response to Flooding limits (per source, destination and intensity)
- Design and Configquring IPS services in response to DDOS bandwidth floods prevention within limitations of the provisioned network access bandwidth
- Help Desk Support
- Lifecycle Management of all Hardware and Software components

- ***Web Application Firewall - Monitoring and Management***

- Installation and maintenance of the firewall
- Firewall Hardening with initial configuration
- Performance Monitoring
- Regular Monitoring of the http traffic
- Firewall Rule based policy changes
- Security Policy Configuration
- Log File review and analysis of information on traffic flow
- Log File trend upgrade and analysis
- Integration with web application scanners.
- Access control management
- Implementation and maintenance.

- ***DNS - Monitoring and Management***

- Installation and maintenance of the DNS solution
- Review ongoing statistics on the performance of the nodes, DNS cache
- Define Alert levels and Incident response level
- Root cause analysis
- Technical support
- Incidence response
- Load Balancing management
- Creation, editing and deletion of DNS records
- Alerting on critical DNS record changes or failures

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- Search and reporting tools to view DNS event logs across the enterprise
- Validate common Active Directory DNS records
- Troubleshoot DNS issues

6.3.9 Monitoring, Management & Reporting with Enterprise Management System (EMS)

The EMS system should provide for the regular monitoring, management and reporting of the ICT infrastructure of the Data centre. It should be noted that the activities performed by the agency will be under the supervision of RAILTEL. The EMS system must have the following features including but not limited to:

Following functionalities are desired by use of such EMS tools:

- Availability Monitoring, Management and Reporting
- Performance Monitoring, Management and Reporting
- Helpdesk Monitoring, Management and Reporting
- Securing critical servers using Server based Access Control & recording user activity through audit logs.

a) <u>Availability - Monitoring, Management and Reporting</u>

This part of the specification should ensure the monitoring, management, and reporting parameters of availability like discovery, configuration, faults, service levels etc. including but not limited to the following:

➢ **Discovery, Configuration and Faults**

→ ***<u>Monitoring and Management</u>***

- The proposed system must support multiple types of discovery like IP range discovery – including built-in support for IPv6 , Seed router based discovery and discovery whenever new devices are added with capability to exclude specific devices
- The proposed system must support exclusion of specific IP addresses or IP address ranges.
- The system should provide discovery & inventory of physical network devices like Layer-2 & Layer-3 switches, Routers and other IP devices and should provide mapping of LAN & WAN connectivity

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- The discovery should be able to identify and model router redundancy.
- The proposed system must provide a detailed asset report, organized by vendor name and device, listing all ports for all devices. The proposed system must provide sufficient reports that identify unused ports in the managed network infrastructure that can be reclaimed and reallocated. The proposed system must also intelligently determine which ports are operationally dormant.
- The proposed system must determine device availability and should exclude outages from the availability calculation with an option to indicate the reason.
- The proposed system should provide out of the box root cause analysis.
- The proposed system must include the ability to monitor and visualize a virtualized system infrastructure by discovering and monitoring virtual machines and providing ability to depict the logical relationships between virtual servers and virtual machines.
- The proposed solution must detect virtual server and virtual machine configuration changes and automatically update topology and should raise alarm when VM migrations happens between hosts.
- The proposed solution must have the ability to collect data from the virtual systems without solely relying on SNMP.
- The proposed solution must support an architecture that can be extended to support multiple virtualization platforms and technologies.
- The proposed system must support SNMPv3-based network discovery and management out-of-box without the need for any external third-party modules.
- The proposed system should be able to administer configuration changes to network elements by providing toolkits to automate the following administrative tasks of effecting configuration changes to network elements like Capture running & startup configuration, Upload configuration etc.

→ ***Reporting***

- The proposed system should provide sufficient reports pertaining to asset and change management, alarms and availability of critical

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network resources as well as network response times for critical links.

- The proposed system must able to perform real-time or scheduled capture of device configurations. It should also provide features to capture, view & upload network device configuration.
- The proposed system must able to store historical device configurations captured in the database and thereby enable comparison of current device configuration against a previously captured configuration as well as compare the current configuration against any user-defined standard baseline configuration policy.
- The proposed system should be able to monitor compliance & enforce change control policies within the diverse infrastructure by providing data & tools to run compliance reports, track & remediate violations, and view history of changes.
- The proposed tool should display configuration changes differences in GUI within central Console. Also this should be able to identify which user has made changes or modifications to device configurations using the Interface.

➢ **Service Level Management**

→ ***Monitoring and Management***

- The proposed service management system should provide a detailed service dashboard view indicating the health of each of the departments / offices in the organization and the health of the services they rely on as well as the SLAs.
- The system should provide an outage summary that gives a high level health indication for each service as well as the details and root cause of any outage.
- The system must be capable of managing IT resources in terms of the business services they support, specify and monitor service obligations, and associate users/Departments/ Organizations with the services they rely on and related Service/Operational Level Agreements. Presently, services shall include E-mail, Internet Access, Intranet and other services hosted.
- The Service Level Agreements (SLAs) definition facility must support defining a set of one or more service that specify the

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Service obligations stipulated in an SLA contract for a particular time period (weekly, monthly, and so on).

- SLA violation alarms must be generated to notify whenever an agreement is violated or is in danger of being violated.
- The system must provide the capability to designate planned maintenance periods for services and take into consideration maintenance periods defined at the IT resources level. In addition the capability to exempt any service outage from impacting an SLA must be available.

→ ***Reporting***

- The reports supported must include one that monitors service availability (including Mean Time to Repair (MTTR), Mean Time between Failure (MTBF), and Maximum Outage Time thresholds) and the other that monitors service transaction response time.
- The system must provide a historical reporting facility that will allow for the generation of on-demand and scheduled reports of Service related metrics with capabilities for customization of the report presentation.
- The system should provide for defining service policies like Service Condition High\Low Sensitivity, Port Status High\Low Sensitivity should be provided out of the box.
- The system should display option on Services, Customer, SLA's, SLA templates. The customer definition option should allow to associate a service or an SLA with a customer.

b) Performance - Monitoring, Management and Reporting

The proposed performance management system shall integrate network, server and database performance information and alarms in a single console and provide a unified reporting interface for network components. The proposed performance management system must integrate network, server & database performance reporting information and alarms in a single console in order to provide a unified reporting interface.

➢ ***Network Performance Monitoring, Management and Reporting***

→ ***Monitoring and Management***

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- The System should have all the capabilities of a Network Management System which shall provide Real time network monitoring and Measurement offend-to-end Network performance & availability to define service levels and further improve upon them.
- The tool should provide a live exceptions list displaying the various health and threshold exceptions that are occurring in the managed infrastructure.
- The tool should have the capability to configure different polling speeds for different devices in the managed infrastructure with capability to poll critical devices
- The proposed system should use intelligent alarm algorithms to learn the behavior of the network infrastructure components over a period of time

→ ***Reporting***

- The Network Performance Management console must provide a consistent report generation interface from a single central console.
- This central console should also provide all required network performance reports (including latency, threshold violations, packet errors, availability, bandwidth utilization etc.) for the network infrastructure. The proposed system shall identify over-and under-utilized links and assist in maximizing the utilization of current resources
- The proposed system should enable complete customization flexibility of performance reports for network devices and monitored servers.
- The proposed system should provide an integrated performance view for all the managed systems and networks along with the various threshold violations alarms in them.
- The proposed system must provide the following reports as part of the base performance monitoring product out-of-the-box to help network operators quickly identify device problems quickly.
- The Proposed Performance Management must provide charts for Health Reports like:
  Availability Chart, Average Health Index Chart ,Average Network Volume and Call Volume Charts, Avg. Response Chart Bandwidth

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Utilization Chart, Latency Chart , Network Interface Utilization Chart etc

- The proposed system should be able to auto-calculate resource utilization baselines for the entire managed systems and networks and allow user to set corresponding upper and lower threshold limits.

➢ ***Application Performance Monitoring, Management and Reporting***

→ ***Monitoring and Management***

- The proposed solution should proactively monitor all user transactions for any web-application hosted; detect failed transactions; gather evidence necessary for triage and diagnosis of problems that affect user experiences and prevent completion of critical business processes
- The proposed solution should determine if the cause of performance issues is inside the application, in connected back-end systems or at the network layer.
- The proposed solution should correlate performance data from HTTP Servers (external requests) with internal application performance data
- The proposed solution should see response times based on different call parameters. For example the proposed solution should be able to provide CPU utilization metrics
- The proposed Solution must be able to correlate Application changes (code and configuration files) with change in Application performance.
- The proposed solution should allow data to be seen only by those with a need to know and limit access by user roles
- The proposed solution should measure the end users' experiences based on transactions
- The proposed solution should give visibility into user experience without the need to install agents on user desktops.
- The solution should be deployable as an appliance-based system acting as a passive listener on the network thus inducing zero overhead on the network and application layer.
- The proposed solution must be able to provide the ability to detect and alert which exact end users experience HTTP error codes such

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as 404 errors or errors coming from the web application.

→ ***Reporting***

- The proposed system must be able to detect user impacting defects and anomalies and reports them in real-time for Slow Response Time, Fast Response time, Low Throughput, Partial Response, Missing component within transaction
- The proposed system must be able to instantly identify whether performance problems like slow response times are within or outside the data center without having to rely on network monitoring tools.
- The proposed system must be able to provide trend analysis reports and compare the user experience over time by identifying transactions whose performance or count has deteriorated over time.

➢ ***Systems and Database Performance Monitoring, Management and Reporting***

→ ***Monitoring and Management***

- The proposed system should addresses management challenges by providing centralized management across physical and virtual systems
- The proposed system should be able to monitor various operating system parameters such as processors, memory, files, processes, file systems, etc. where applicable, using agents on the servers to be monitored.
- It should be possible to configure the operating system monitoring agents to monitor based on user-defined thresholds for warning/critical states and escalate events to event console of enterprise management system.
- It should also be able to monitor various operating system parameters depending on the operating system being monitored yet offer a similar interface for viewing the agents and setting thresholds.
- The proposed solution should support monitoring Processors, File Systems, Log Files, System Processes, and Memory etc.

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- The proposed tool should provide Process and NT Service Monitoring wherein if critical application processes or services fail, administrators are immediately alerted and processes and services are automatically re-started
- The proposed tool should be able to provide Log File Monitoring which enables administrator to watch system logs and text log files by specifying messages to watch for. When matching messages gets logged, the proposed tool should notify administrators and enable to take action like sending an email.
- The proposed database performance management system shall integrate network, server & database performance management systems and provide the unified view of the performance state in a single console.
- It should be able to automate monitoring, data collection and analysis of performance from single point.
- It should also provide the ability to set thresholds and send notifications when an event occurs, enabling database administrators (DBAs) to quickly trace and resolve performance-related bottlenecks.
- The Monitoring tool should support database performance agents for performance reporting of standard RDBMS like Oracle, MS-SQL, Sybase and DB2.
- The Performance Monitoring tool should provide you the ability to easily collect and report specific information, including information not limiting to: Buffer cache hit ratio, Locks and Global Locks, Table spaces etc.

→ ***Reporting***

- The proposed system must provide Performance Management and Reporting — Provides real-time and historical performance of physical and virtual environments enabling customers gain valuable insights of a given virtual container of the relative performance of a given Virtual Machine compared to other Virtual Machines, and of the relative performance of groups of Virtual Machines .
- Role based Access — Enables role-based management by defining access privileges according to the role of the user.
- The proposed Virtual Performance Management system must integrate latest virtualization technologies

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c) **Helpdesk - Monitoring, Management and Reporting**

- The proposed helpdesk system must provide flexibility of logging, viewing, updating and closing incident manually via web interface.
- The proposed helpdesk system must support ITIL processes like request management, problem management, configuration management and change order management with out-of-the-box templates for various ITIL service support processes.
- Each incident must be able to associate multiple activity logs entries via manual update or automatic update from other enterprise management tools.
- The proposed helpdesk system must be able to provide flexibility of incident assignment based on the workload, category, location etc.
- Each escalation policy must allow easy definition on multiple escalation levels and notification to different personnel via window GUI/console with no or minimum programming.
- The proposed helpdesk system must provide grouping access on different security knowledge articles for different group of users.
- The proposed helpdesk system must have an updateable knowledge base for tech al analysis and further help end-users to search solutions for previously solved issues.
- The proposed helpdesk system must support tracking of SLA (service level agreements) for call requests within the help desk through service types.
- The proposed helpdesk system must be capable of assigning call requests to tech al staff manually as well as automatically based on predefined rules, and should support notification and escalation over email, web etc.
- The proposed helpdesk system must integrate tightly with the Knowledge tools and CMDB and should be accessible from the same login window.
- It should support remote management for end-user & allow analysts to do the desktop sharing for any system located anywhere, just connected to internet.
- Remote desktop sharing in the system should be agent less & all activity should be automatically logged into the service desk ticket.
- It should allow IT team to create solution & make them available on the end – user login window for the most common requests

The detailed specification parameters for Section 4.3.9 - Monitoring, Management and Reporting through EMS along with minimum requirements, wherever applicable, are

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provided in ***Annexure I – Technical Specifications*** respectively. Tenderer is required to provide the specifications for the offered solution in this format as part of its bid

d) <u>Asset Management</u>

- Ability to provide inventory of hardware and software applications on end-user desktops including information on processor, memory, OS, mouse, keyboard, etc. through agents installed on them
- Ability to have reporting capabilities; provide predefined reports and ability to create customized reports on data in the inventory database. Report results could be displayed as lists or graphs
- Ability to provide the facility to collect custom information from desktops
- Ability to provide facility to recognize custom applications on desktops
- Facility for the administrator to register a new application to the detectable application list using certain identification criteria. Should enable the new application to be detected automatically next time the inventory is scanned
- Facility for User self-registration.
- Ability to support configuration management functionality using which standardization of configuration can be achieved of all the desktops
- Software metering should be supported to audit and control software usage. Should support offline and online metering.
- Ability to support dynamic grouping of enabling assets to be grouped dynamically based on some pre-defined criteria e.g. a group should be able to display how many and which computers has a specific application installed. As and when a new computer gets the new application installed it should dynamically add to the group
- Ability to use the query tool to identify specific instances of concern like policy violation (presence of prohibited programs / games and old versions, etc.), inventory changes (memory change, etc) and accordingly it could perform several actions as reply. These actions could be (a) sending a mail, (b) writing to files, sound an alarm (c) message to scroll on monitor screen if the administrator, etc
- Facility to track changes by maintaining history of an asset
- Ability to have web based console

The detailed specification parameters for Section 4.3.9 - Monitoring, Management and Reporting through EMS along with minimum requirements, wherever applicable, are provided in ***Annexure I – Technical Specifications*** respectively. Tenderer is required to provide the specifications for the offered solution in this format as part of its bid

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The proposed EMS solution should provide comprehensive and end -to-end management of all the components for each service including Network, Systems and Application infrastructure.

Note: It is mandatory that all the modules for the proposed EMS Solution should provide out-of-the-box and seamless integration capabilities. Agency must provide the specifications and numbers for all necessary Hardware, OS & DB (if any) which is required for EMS to smoothly run.

The proposed EMS solution must comply with key integration points out of the box as listed below:

- The proposed network management system should integrate with the helpdesk system by updating the Asset with CI information to support viewing history or open issues in helpdesk on the particular managed asset and associate an SLA to the ticket in the helpdesk. The proposed network management system should attach an asset identifier when submitting a helpdesk ticket. In case the asset is not found in the helpdesk database, it should be automatically created prior to submitting the ticket. NMS console must show associated helpdesk ticket number for the alarms that generated those tickets.
- The system must support seamless bi-directional integration to the existing helpdesk system for trouble ticketing.
- SLA's violation on monitored end user response time must open a helpdesk incident out of the box.
- Proposed Application Performance Solution must integrate with Network Fault Monitoring Solution to forward Application Performance Threshold violation alarms in proposed Network Fault Manager Console
- The proposed Fault Management Solution must support integration with proposed help desk or trouble ticketing system such that integration should Associates alarms with Service Desk tickets in the following ways:
    1. Manually creates tickets when requested by Fault Management GUI operators
    2. Automatically creates tickets based on alarm type
    3. Provides a link to directly launch a Service Desk view of a particular ticket created by alarm from within the Network Operation console.
    4. Maintains the consistency of the following information that is shared between alarm and its associated Service Desk ticket including status of alarms and associated tickets and current assignee assigned to tickets.

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- Helpdesk ticket number created for associated alarm should be visible inside Network Operation Console .It should be integrated in a way that Helpdesk incident can be launched once clicked on ticket number for associated alarm from within Network Operation Console.
- The proposed virtual performance management system should integrate with proposed Network Management and Performance Management system out of the box.
- The proposed NMS should provide unified workflow between the fault and performance management systems including bi-directional and context-sensitive navigation, such as
- Navigate from the Topology View to At-a-Glance or Trend Reports for any asset
- Navigate from the Alarm View to At-a-Glance, Trend or Alarm Detail Reports
- Proposed Performance Management system should feed in discovery from Devices already discovered in Network Management Module without starting discovery process again all together in Performance Management Engine this will reduce effort of having to perform discovery on both Fault and Performance Management Engines .Discovery can be synchronized.

Note:

- Successful bidder must use Industry standard EMS tools recognized by analysts (like Gartner, Forrester etc.) to report desired SLA's for availability & performance of Various IT Components including Networks, Systems and OS. Keeping in view the intricacies involved in the installation, configuration and day to day use of various components of Enterprise Management System covered under this document, the proposed EMS solution must involve tools to ensure smooth/seamless integration and out of the box workability of the offered solution.

6.3.10 Onsite Support to ICT Infrastructure hosted by other Agencies

- RAILTEL shall provide the Data Centre Rack space to other agencies to host their ICT Infrastructure.

6.3.11Other Support Services

- Hardware support for the ICT infrastructure solution which will include diagnosing the problem and getting the same resolved through coordination with the respective vendors as per the severity level assigned to it to ensure

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uptime of all ICT infrastructure of RAILTEL as per the SLAs defined in ***Section VII – Service Level Agreement***.

- Maintain a record of all the **hardware changes** made in the ICT infrastructure solution.
- Schedule maintenance of the ICT infrastructure solution under the scope of work at the periodicity defined by the OEM and also as per the schedule defined in discussion with RAILTEL.
- Installation, upgrade, update and management of all the patches including but not limited to the servers, switches etc.
- Maintain the inventory of the entire hardware and software assets installed at the Data Centre.
- The Tenderer shall maintain all documentation related to material movement such as new hardware, spare parts or equipment going out of premises for repairing etc.
- The Tenderer shall also maintain other site specific documentation such as network diagrams, manuals, license copies in hard and soft formats.
- The Tenderer shall also update changes to documents like changes in IP addresses, changes to layout of machines, addition to network, change in network layout, etc.
- The Tenderer shall ensure implementation and enforcement of procedures, policies and guidelines like Security policy, Network access policy, Anti-virus policy, etc. as formulated in discussion with RailTel.
- The Tenderer shall be responsible for Liaison with the Data Centre Site Preparation Agency for utilities such as Power, UPS, Air Conditioning, etc. as and when required.

6.4 MIS Reports and deliverables

- The Tenderer shall be required to submit the reports as specified hereunder on a regular basis in a format decided by RAILTEL. The following is only an indicative list of MIS reports which should be in conjunction to the reporting features highlighted in Section 4.3.9.
- The agency should submit 2 hard copies and 2 soft copies of each of the reports.

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- **Daily reports**
  - Summary of issues / complaints logged at the Help Desk
  - Summary of resolved, unresolved and escalated issues / complaints
  - Summary of resolved, unresolved and escalated issues / complaints to vendors.
  - Log of backup and restoration undertaken.
- **Weekly Reports**
  - Issues / Complaints Analysis report for virus calls, call trend, call history, etc.
  - Summary of systems rebooted.
  - Summary of issues / complaints logged with the OEMs.
  - Inventory of spare parts in the Data Centre.
  - Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, database reorganization, storage reorganization, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
- **Monthly reports**
  - Component wise ICT infrastructure availability and resource utilization.
  - Consolidated SLA / (non)-conformance report.
  - Summary of component wise Data Centre uptime.
  - Summary of changes in the Data Centre.
  - Log of preventive / scheduled maintenance undertaken
  - Log of break-fix maintenance undertaken
  - Summary of attendance of Tenderer's staff at the Data Centre.
- **Quarterly Reports**
  - Consolidated component-wise ICT infrastructure availability and resource utilization.
- **Half-yearly Reports**
  - Data Centre Security Audit Report

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- ICT infrastructure Upgrade / Obsolescence Report

- **Incident Reporting**
  - Any violations

6.5 Audit

- RAILTEL may get the ICT infrastructure solution audited on a half-yearly basis. The audit shall undertake the entire ICT infrastructure solution. The audit shall ensure installation of proper versions of software including, but not limited to, Firmware, OS patches, etc.
- The audit report shall make recommendations to RAILTEL regarding issues including but not limited to upgrade of infrastructure components, reallocation of unused infrastructure components, etc.
- The audit shall also cover obsolescence of the ICT infrastructure as per the policy defined by the Tenderer in discussion with RAILTEL. The audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade / refresh of infrastructure components and plan for disposal of obsolete infrastructure components.
- RAILTEL may also get a half-yearly **security audit** done by a third-party for the security practices, implementation of security policy and vulnerability assessment at the Data Centre. The security audit report shall rate the security implementation in three grades viz. Satisfactory, Requires Improvement and Unsatisfactory.
- Tenderer shall provide necessary support and co-operation for these audits.
- RAILTEL may also conduct an audit of Service Level Agreement (SLA) at its discretion or get it conducted through a 3rd party auditor appointed by RAILTEL.
- The Tenderer shall implement all the audit recommendations in time as per the service levels defined in ***Section VII – Service Level Agreement***.

6.6 Documentation

- The Tenderer shall be required to submit documentation in the format, media and number of copies as decided mutually with RAILTEL. The documentation shall be kept updated throughout the contract period with appropriate change management procedures and version control. It is advisable to follow international standards and best practices like ISO standards while creating the documentation
- The Tenderer shall be responsible for creation and maintenance of all the documentation including but not limited to configuration documents, network

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diagram, Data Centre operation manual, system administration manual, security administration manual, password management manual, etc. The servicing manual should cover all the procedures and information necessary for the diagnosis and repair of faulty units or components of every type. The Tenderer will also be required to provide documentation on the BCP/DR solution as per standards like BS 25999/ ISO 27001.

- These Tenderer shall get all these documents approved by RAILTEL.
- The Tenderer shall also be responsible for preparation of the operation documents like change management, incident management, problem management, access management as per the leading practices/ standards like ITIL/ISO.
- The Tenderer shall be also responsible for maintenance and updation of all the policy documents including but not limited to security policy, backup policy, archival policy, messaging policy, backup policy, anti-virus policy, etc.
- The Tenderer shall make changes to the documents as and when there is change in the ICT infrastructure components or policies or as and when required by RAILTEL.
- The tenderer should maintain a library of various artefacts including, but not limited to, documents, manuals, knowledge bases, CD / DVDs, etc. pertaining to all the components supplied by various OEMs. The tenderer should keep a track of all the artefacts and manage the issue and return of the artefacts into the library.
- All the documents would be solely owned by RAILTEL.

6.7 Training – Information Security

→ ***Operational training***

- The Tenderer shall impart operational training to all the primarily the designated resources RAILTEL. This training should cover a session on Security Awareness, process, practices and operations for the information security components installed at the Data Center.
- The standard contents of such training should be documented and made available to all the users. Two copies in hard and soft format should be made available to the in-charge of every location. Changes to the same should be updated periodically as and when required and the same should be communicated to the respective sites as the case may be.

→ ***Technical training***

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- The Tenderer should also provide OEM technical training on all equipment to officials as designated by RAILTEL.
- The contents of such training would need to be documented and made available to all the attendees. Two copies in hard and soft format should be made available to the office of RAILTEL.
- The exact duration, schedule and coverage of trainings shall be discussed with the Tenderer at the time of contract.

7 Constitution of the Team

- The Tenderer shall provision for adequate onsite support to provide 8x5x365 onsite operations and maintenance services to RAILTEL as defined in the scope of work.
- The Tenderer shall provide adequate number of administrators, each responsible for its respective specific role at the Data Centre. The Tenderer must provide clear definition of the role and responsibility of each manpower resource as part of the Technical Bid in the format specified in **Annexure 4.5** of ***Section IV – Contents of the Bid***.
- All the concerned onsite staff shall log an attendance on a daily basis. The Tenderer shall maintain a database of attendance of his staff at the Data Centre. The attendance database should have facility to track attendance and draw out MIS reports as desired by RAILTEL. The Tenderer shall submit the attendance records in a format and as per schedule desired by RAILTEL.
- The Tenderer should ensure that all the personnel identified for this project have high level of integrity. The Tenderer should undertake necessary due diligence to ensure that the personnel have high standard of trustworthiness. The Tenderer should obtain an **undertaking** from each of the personnel assigned and the same should be submitted to RAILTEL as and when demanded by RAILTEL.
- The Tenderer shall be responsible for any mishaps or security breaches that happen due to Tenderer's personnel / personnel appointed by Tenderer for execution of services.
- **A Project In-charge should be appointed on a full-time basis. The Project In-charge shall be responsible for the overall project and shall be a single point of contact for RAILTEL.**
- The Tenderer should estimate and propose the personnel required during the Installation, Commissioning and Maintenance phase and provide the estimation as part of the Technical Bid in the format specified in **Annexure 4.5** of ***Section IV – Contents of the Bid***.
- The following clause defines the skill sets and qualification requirement for Project In-Charge.

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7.1 Project In-charge

- Should be responsible for the overall contract performance and should not serve in any other capacity under this contract.
- Should be responsible for organizing, planning, directing, and coordinating the overall program effort and managing the team.
- Should have extensive experience and proven expertise in managing infrastructure project of similar type and complexity.
- Should have a thorough understanding and knowledge of the principles and methodologies associated with program management, vendor management, quality assurance metrics and techniques, and configuration management tools.
- Should have a graduation degree in Engineering with PMP certification.
- Should have an IT experience of 10-15 years with minimum 5 years of relevant experience in Data Center with PMI Certification and complying to Eligibility criteria
- ITIL certification would be preferable.

8 Commissioning & Acceptance of the Equipment

8.1 Commissioning of System

- The Tenderer should describe in advance the tests and details of the process that will be adopted to demonstrate the correct working of the equipment supplied both individually and as an integrated system as specified in Annexure 4.4 of Section IV – Contents of the Bid.
- Commissioning of the solution shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of RAILTEL.
    - Successful completion of Factory Acceptance Tests and submission of necessary reports and certificates to RAILTEL.
    - Delivery of all the items under the proposed bill of material at the designated locations of installation. Short shipment of goods will not be acceptable.
    - Installation and Configuration of all the components of the solutions including, but not limited to, hardware, software, devices, accessories, etc. to the satisfaction of RAILTEL.
- Successful completion of Commissioning would need to be certified by RAILTEL and operations shall commence only after approval of RAILTEL.

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8.2 Final Acceptance Certificate (FAC) of System

- Acceptance schedules, detailed acceptance tests, formats for acceptance reports and dissemination mechanism for such reports shall be drawn by the Tenderer in consultation with RAILTEL.
- **The Acceptance of the solution shall be provided by RAILTEL only after the following conditions have been met successfully to the satisfaction of RAILTEL.**
    - Successful operation of the system for 24 x 7 x 365 working.
    - Completion of all the documentation required as part of this tender and as desired by RAILTEL to the satisfaction of RAILTEL.

9 Other Roles and Responsibilities

9.1 Responsibilities of the Tenderer

- Tenderer shall prepare and then seek approval from RAILTEL on all the ICT infrastructure solution architecture, diagrams and plans before commencement of installation.
- Tenderer shall follow Change Management Procedures, Information Security Policies as suggested by RAILTEL.
- Tenderer shall ensure proper handover/ takeover of documents & other relevant materials in the event of change in personnel.
- The Tenderer shall share and review all internal documents / reports used to monitor & execute the project with RAILTEL as and when desired.
- Tenderer shall proactively interact with other vendors / third parties / OEMs to ensure that the equipment is upgraded and maintained at a periodic interval. RAILTEL would only pay the services charges applicable for operations and maintenance of the Data Centre.
- The Tenderer would manage all aspects of Vendor management

9.2 Responsibilities of RAILTEL

RAILTEL shall provide approvals & sign-offs to the deliverables within the stipulated time period. RAILTEL shall direct and monitor the activities performed by the bidder as per the Tender Document and in turn validate the service levels attained as per the Section VII - SLA document

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SECTION VI - Additional Requirements/ Proformas

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Annexure 6.1 - Bank Guarantee for Contract Performance

(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 (Herein after called RailTel) having agreed to exempt ……(Hereinafter called "the said Agency(s)") from the demand, under the terms and conditions of an Purchase Order No……dated……made between……and…….. for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Agency (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ……(Rs …….. only). We …… (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ……. ……. Agency(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 Agency(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 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 Agency(s) of any of terms or conditions contained in the said Agreement or by reason of the Agency(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 Agency(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 Agency(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 Agency(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ……. …… We shall be discharged from all liability under this Guarantee thereafter.

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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 agency(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 Agency(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Agency(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 Agency(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 2017

for ……..

(indicate the name of the Bank)

Witness

1. Signature
   Name

2. Signature
   Name

(Bank's common seal)

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Annexure 6.2 - Contract

THIS AGREEMENT made the _____ day of _____2017

BETWEEN

The **RailTel Corporation of India Limited (RailTel)** (hereinafter referred to as "the Purchaser") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party _____ (hereinafter referred to as "the Agency") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at _____ of the Second Part.

WHEREAS

(a) The Purchaser had invited Tenders *vide* their Tender _____ (hereinafter referred to as 'Tender Document') for **"Appointment of an Agency for Supply, Installation, Configuration, Operations and Maintenance of Railtel Data Centre(s)"**

(b) The Agency had submitted its proposal dated _____ (hereinafter referred to as the 'Tender') for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.

(c) The Purchaser has agreed to appoint the Agency for the provision of such services and the Agency has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work.

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(d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

    a. the Scope of Work
    b. the General Conditions of Contract
    c. the Service Level Agreement (SLA)
    d. the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, Sealed and Delivered by the said _____

(For the Purchaser in the presence of: _____ (WITNESS)

Signed, Sealed and Delivered by the said _____

(For the Agency) in the presence of: _____ (WITNESS)

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Annexure 6.3 – Long Term Maintenance Support

PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT

(To be signed by the OEM/OSSP)

To
Group General Manager/DNM,
RailTel Corporation of India Limited

Applicable for OEM/OSSP directly participating in the Tender:

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 Clause 3 of Chapter-4A shall be met by us directly or through our subsidiary in India as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

OR

Applicable for System Integrator's participation in the Tender:

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 Clause 3 of Chapter-4A shall be met by the System Integrator. However if System Integrator fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided **by us directly or through our 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. ……

NOTE: Please strike out whichever is not applicable.

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Annexure 6.4 – System Performance Guarantee

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. one hundred)

Group General Manager/DNM,

RailTel Corporation of India Limited

I / We ……. hereby guarantee that the tender requirement, on the basis of which we have submitted our tender no. …… has been carefully read and complied in our offer to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1. ……

2. ……

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Annexure 6.5 –Proforma for Signing the Integrity Pact

RailTel Corporation of India Limited, hereinafter referred to as "The Principal".

And

……., hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ……The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

    a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
    b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
    c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers' as annexed and marked as Annexure A.
e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the

   tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the

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Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)

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Place ——————————

Date ——————————

Witness 1:

(Name & Address)

——————————————————

——————————————————

——————————————————

Witness 2:

(Name & Address)

——————————————————

——————————————————

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SECTION VII - Service Level Agreements

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1. Purpose of this Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Agency to RAILTEL for the duration of this contract.

The benefits of this SLA are to:

- Trigger a process that applies RAILTEL and the Agency management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the expectations that RAILTEL has for performance.
- Helps RAILTEL control the levels and performance of Agency services.

The Agency and RAILTEL shall maintain a monthly contact to monitor the performance of the services being provided by the Agency and the effectiveness of this SLA

This Service Level Agreement is between the Agency and RAILTEL.

2. Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- **"Availability"** shall mean the time for which the ICT Infrastructure solution offered by the Agency is available for conducting operations from the equipment hosted in the Data Centre.
- **"Downtime"** is the time the ICT Infrastructure solution is not available to RAILTEL and excludes the scheduled outages planned in advance for the Data Centre.
- **"Incident"** refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre services.

3. Description of Services Provided

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The Agency will provide following services towards the Supply, Installation, Configuration, Maintenance and Operations of the ICT infrastructure at the RAILTEL Data Centre.

- Supply, installation, configuration and testing of ***Backup Area*** with Tape Library, centralized backup and restore.
- Supply, installation and configuration of ***security infrastructure (hardware & software)*** such as UTM, WAF etc.
- ***Three years on-site comprehensive maintenance*** of all the ICT Infrastructure and their components supplied with a provision of onsite spares on 24x7x365 basis after successful execution and acceptance by RAILTEL.
- ***Onsite support for Data Centre Operations on*** 8x5x365 basis by qualified and trained engineers/personnel for a period of one year to ensure atleast 99.9% service availability.

The exact scope and boundaries of services provided as part of this Contract Agreement are detailed in ***Section V - Scope of Work*** and annexure therein of this tender.

4. Service Level Agreement & Targets

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Agency shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

The services provided by the Agency shall be reviewed by the RAILTEL and RAILTEL shall:

- Check performance of the Agency against this SLA over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

In case desired, RAILTEL may initiate an interim review to check the performance and the obligations of the Agency. The SLA may be reviewed and revised in accordance to the procedures detailed in **Clause** 6, SLA Change Control. The procedures in **Clause 5** will be used if there is a dispute between RAILTEL and the Agency on what the performance targets should be.

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The SLA has been logically segregated in the following categories:

1. Equipment Availability Related Service Levels
2. Help desk Services
3. Compliance and Reporting Procedures

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

Measurements & Targets

Equipment Availability Related Service Levels

S.No	Measurement	Definition	Measurement Interval	Target	Impact	Penalty
ICT Infrastructure Components						
1.	Availability of Components at Data Centre (WAF, backup, Tape library etc)	Uptime = {1 - [(Component downtime) / (Total Time – Maintenance Time)]} * 100	Quarterly	99.9%	2.16 hours of downtime	----
				>= 99.5% to < 99.9%	<= 10.8 hours to > 2.16 hours of downtime	4% of the quarterly Operations & Maintenance Cost
				>= 99.0% to < 99.5%	<= 21.6 hours to > 10.8 hours of downtime	5% of the quarterly Operations & Maintenance Cost
				>= 98.5% to < 99.0%	<= 32.4 hours to > 21.6 hours of downtime	6% of the quarterly Operations & Maintenance Cost
				< 98.5%	> 32.4 hours of downtime	7% of the quarterly Operations & Maintenance Cost

Note*: Equipment Availability Related penalties shall be governed by the following conditions:*

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1. *The Penalty shall be calculated on a quarterly basis. The Penalty would be calculated on an incremental basis for each component of the entire ICT Infrastructure affected. For example, if the total number of UTM affected is 3, the Penalty would be multiplied by 3.*
2. *Maintenance may include scheduled maintenance or any other maintenance required to ensure continuity of Data Centre/Network Services operations. Any downtime for maintenance shall be with prior written intimation to RAILTEL.*
3. If downtime of system or subsystem affects the operation of other systems, then vendor has to pay penalty for the affected systems also.
4. *the downtime shall be the time from the point the respective equipment becomes unavailable (due to any reason attributable to the Agency) till the time the same becomes fully available for carrying out intended operations (including reinstallation, configuration, restoration, boot-up time, etc.) OR till the time a standby equipment is made available for carrying out intended operations (including installation, configuration, restoration, boot-up time, etc.)*
5. *Quarterly operations and maintenance cost is total operations and maintenance cost for the quarter for the complete solution.*

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Help Desk Services

S.No	Measurement	Definition	Measurement Interval	Target	Penalty
1.	Resolution Time	"**Resolution Time**", means time taken by the Agency staff to troubleshoot and fix the problem from the time the call has been logged at the Helpdesk till the time the problem has been fixed. The Help Desk will typically receive calls from RAILTEL and other government agencies for account creation, deletion, system administration, server not accessible, ad-hoc report generation etc.	Quarterly	100% calls to be resolved within 60 minutes	No Penalty
				Unresolved call	0.5% of the quarterly Operations & Maintenance Cost for every 60 minutes of delay on an incremental basis for every unresolved call.

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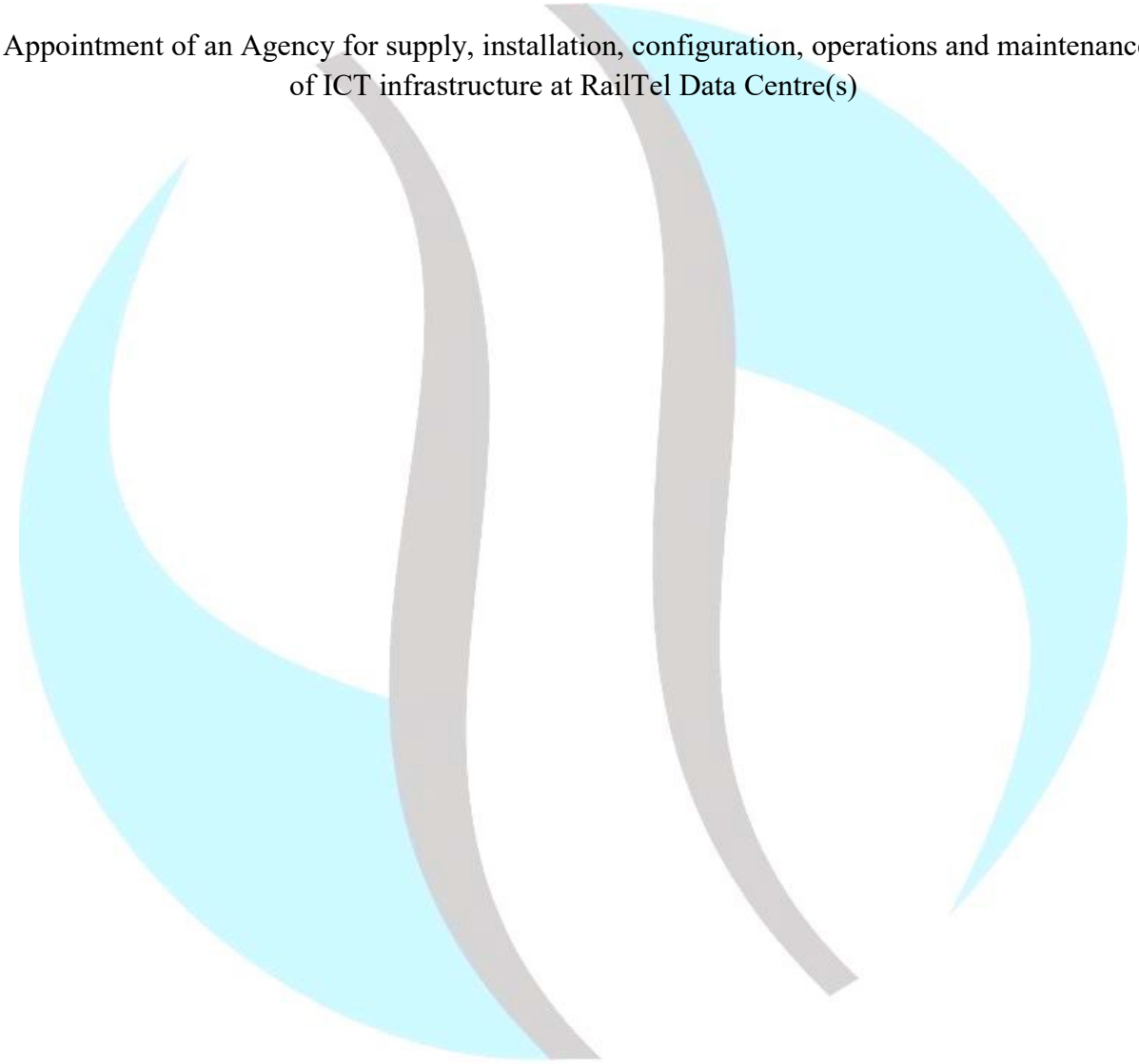

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Compliance and Reporting Procedures

S. No	Measurement	Definition	Measurement Interval	Target	Penalty
1.	Submission of MIS Reports	The Agency shall submit the MIS reports as defined in **Clause 6** of ***Section V : Scope of Work***	Quarterly	All MIS Reports for the previous quarter shall be submitted by the 5th of the next quarter	No Penalty
				Delay beyond the date of submission	0.5% of the quarterly Operations & Maintenance Cost for every day's delay on an incremental basis.
2.	Incident Reporting	Any failure/incident on any part of the Data Centre infrastructure or its facilities shall be communicated immediately to RAILTEL as an exceptional report giving details of downtime, if any.		100% incidents to be reported to RAILTEL within 1 hour with the cause, action and remedy for the incident.	No Penalty
				Delay beyond an hour	0.1% of the quarterly Operations & Maintenance Cost for every hour's delay on an incremental basis.
			Quarterly	100% incident log to be submitted to RAILTEL that comprises exceptional & normal	No Penalty

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S. No	Measurement	Definition	Measurement Interval	Target	Penalty
				reportable activities by 5th of every Quarter for the previous quarter.	
				Delay beyond the date of submission	0.05% of the quarterly Operations & Maintenance Cost for every day's delay on an incremental basis.
3.	Adherence to Backup policy	The Agency shall adhere to the Backup policy developed in consultation with RAILTEL.	Quarterly	100% adherence to Backup policy	0.05% of the quarterly Operations & Maintenance Cost for every hours delay.
				Timely Backup (Full backup should complete within 8 hours)	0.1% of the quarterly Operations & Maintenance Cost for every hours delay.
4.	Change Management	Measurement of quality and timeliness of changes to the Data Centre facilities	Quarterly	100% of changes should follow formal change control procedures. All changes need to be approved by RAILTEL.	0.05% of the quarterly Operations & Maintenance Cost for every non-compliance.
				All changes should be implemented on time and as per schedule & without any	0.1% of the quarterly Operations & Maintenance Cost for every non-compliance.

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S. No	Measurement	Definition	Measurement Interval	Target	Penalty
				disruption to business.	
5.	Scheduled Maintenance	Measures timely maintenance of the ICT Infrastructure equipment installed at the Data Centre. The Agency shall provide a detailed ICT Infrastructure maintenance plan on the commencement of the project.	Quarterly	100 % of scheduled maintenance should be carried out as per maintenance plan submitted by the Agency. Any scheduled maintenance needs to be planned and intimated to RAILTEL at least 2 working days in advance.	0.1% of the quarterly Operations & Maintenance Cost for every non-compliance
6.	Implementation of Audit Recommendations	Implementation of audit recommendations by RAILTEL or its auditor which have been agreed by Agency & RAILTEL to be implemented.	Half-yearly	100% on time to be implemented as per timelines agreed upon with RAILTEL.	0.2% of the quarterly Operations & Maintenance Cost for every non compliance
7.	Maintenance of Spares	The Agency should maintain an inventory of spare components of ICT infrastructure as mutually agreed with RAILTEL.	Quarterly	100% as per the inventory log committed and maintained by Agency.	0.05% of the quarterly Operations & Maintenance Cost for every non compliance

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5. Issue Management Procedures

General

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between RAILTEL and Agency.

Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

Issue Management Procedures

1. Either RAILTEL or Agency may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
2. The RAILTEL and the Agency will determine which committee or executive level should logically be involved in resolution. A chain of management escalation is defined in **Clause** 9 of this document.
3. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
4. The RAILTEL and the Agency shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Agency will then communicate the resolution to all interested parties.
5. In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

6. SLA Change Control

General

It is acknowledged that this SLA may change as RAILTEL's business needs evolve over the course of the contract period. This document also defines the following management procedures:

1. A process for negotiating changes to the SLA.
2. An issue management process for documenting and resolving difficult issues.

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3. RAILTEL and Agency management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.

Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and, subsequently, the Contract.

If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party**. The Agency can initiate an SLA review with the RAILTEL**. Normally, the forum for negotiating SLA changes will be RAILTEL's quarterly meetings. Unresolved issues will be addressed using the issue management process described in **Clause 5** of this document.

The Agency shall maintain and distribute current copies of the SLA document as directed by RAILTEL. Additional copies of the current SLA will be made available at all times to authorized parties.

Version Control

All negotiated SLA changes will require changing the version control number. As appropriate, minor changes may be accumulated for periodic release (e.g. every quarter) or for release when a critical threshold of change has occurred.

7. Responsibilities of the Parties

Agency

Agency is responsible for executing this contract and delivering the services, while maintaining the specified performance targets.

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Additionally the Agency is responsible for:

- Reporting problems to RAILTEL as soon as possible
- Assisting RAILTEL in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect Agency's ability to deliver the services.
- Assisting RAILTEL to address and resolve issues from time to time.

Agency shall take immediate action to identify problems and follow up with appropriate action to fix them as quickly as possible

RAILTEL

RAILTEL is responsible for:

- Reporting defects and problems to the Agency as soon as possible
- Assisting Agency in management of the SLA
- Providing early warning of any organizational, functional or technical changes that might affect Agency's ability to deliver the services
- Assisting Agency to address and resolve issues from time to time

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8. Penalties

- The total quarterly deduction should not exceed 25% of the applicable fee.
- Two consecutive quarterly deductions of more than 20% of the Operations & Maintenance Cost on account of any reasons, will be deemed to be an event of default and termination.

9. Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that RAILTEL and Agency management are communicating at the appropriate levels.

Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.

- Either RAILTEL or Agency can initiate the procedure
- The "moving party" should promptly notify the other party that management escalation will be initiated
- Management escalation will be defined as shown in the contact map below
- Escalation will be one level at a time and concurrently

Contact Map

Escalation Level	Department Representative with contact Details	Agency* Representative with contact Details
Level 1: Project Manager		
Level 2: Project Director		
Level 3: Steering Committee		

Agency shall provide information for the following:

a) *Chief Executive Officer*
b) *Project Manager*
c) *Team Members/ Engineers*

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Acceptance of SLA

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement vide Tender No. **<TENDER REFERENCE NUMBER> Dated <DATE>** to be executed by their respective authorized representatives.

For and on behalf of:

_____Agency

Place: _____

Date: _____

Name: _____

Title: _____

_____

For and on behalf of:

_____RAILTEL

Place: _____

Date: _____

Name: _____

Title:

Office Seal: _____

Office Seal: _____

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