



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

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

**OPEN TENDER DOCUMENT**

**FOR**

**Tender document for “Supply, Installation, Testing & Commissioning of Data Centre Infrastructure at DC & DR of RailTel”**

**E-निविदा संख्या: RAILTEL/TENDER/OT/CO/ITP/2025-26/DC – DR Infra/013**

**OPEN E-TENDER NO. RAILTEL/TENDER/OT/CO/ITP/2025-26/DC – DR Infra/013**

**(Two Packet System)**



## RailTel Corporation of India Ltd.

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

**Open E-Tender Notice No.: RAILTEL/TENDER/OT/CO/ITP/2025-26/DC – DR Infra/013**  
**dtd. 08.05.2025**

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) System for **“Supply, Installation, Testing & Commissioning of Data Center Infrastructure at DC & DR of RailTel”**.

a)	Opening date of Tender downloading	<b>08.05.2025</b>
b)	Last date for submission of bids	<b>29.05.2025</b> up to 15:00 Hrs. (Online)
c)	Opening of bids	<b>29.05.2025</b> at 15:30 Hrs. (Online)
d)	Estimated Cost of Tender	<b>Rs. 18.42 Cr. inc. taxes excluding AMC</b>
e)	Earnest Money (EMD)#	<b>Rs. 20,00,000/-</b> is to be made in favor of RailTel Corporation of India Ltd. online through e-Nivida Portal

Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e- portal <https://railtel.enivida.com> (E-NIVIDA). For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from e-nivida portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal and CPP Portal only.

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

Arun  
Singh  
Rawat

Digitally signed  
by Arun Singh  
Rawat  
Date: 2025.05.08  
12:13:54 +05'30'

**GM/Projects**

## INDEX

Chapter	Contents	Page No.
Chapter 1	Offer letter	4
Chapter 2	Schedule of Requirement	5 - 6
	Annexure-A: Price Schedule for Indigenous Items	7
Chapter 3	A. Scope of Work & Technical Requirement.	8 - 25
	B. INSPECTION AND INSTALLATION, TESTING & COMMISSIONING	26 – 29
	C. E-tendering Instructions to Bidders	30 – 33
Chapter 4	Commercial Terms and Conditions	34 - 57
Chapter 5	Bid Data Sheet (BDS)	58
Chapter 6	<b>Form No. 1:</b> Performa for Performance Bank Guarantee	59-60
	<b>Form No. 2:</b> Performa for System Performance Guarantee	61
	<b>Form No. 3:</b> Format for Affidavit for Credential Verifications	62-63
	<b>Form No. 4:</b> Performa for Manufacturer Authorization Form	64
	<b>Form No. 5:</b> Format for Power of Attorney	65
	<b>Form No. 6:</b> Performa for Long Term Maintenance Support	66
	<b>Form No. 7:</b> Nil Deviation Certificate	67
	<b>Form No. 8:</b> Performa for OEM undertaking on Letter Head	68-69
	<b>Form No. 9:</b> Performa for Integrity Pact	70-73
	<b>Form No. 10:</b> Performa for Contract Agreement	74
Chapter 7	Checklist	75

CHAPTER-1

OFFER LETTER

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

Ref: RailTel/Tender/OT/CO/\_\_\_\_\_

Date:\_\_\_\_\_

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **90 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment/system/solution at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **30 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. \_\_\_\_\_ (\_\_\_\_amount in words\_\_\_\_) herewith submitted as “**EMD**”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

## CHAPTER- 2

## SCHEDULE OF REQUIREMENT

SOR	ITEM DESCRIPTION	UOM	QTY	Basic Unit Rate	Total Amount without GST (INR)	GST %	GST Amount (INR)	Total Amount with GST (INR)
		A	B	C	D=B*C	E	F=D*E	G=D+F
<b>A</b>	<b>Supply and I&amp;C Items</b>							
<b>1</b>	Backup Solution (Hardware + Licenses) with Storage for 300 TB as per Technical Specification given in Chapter-3 A	Nos	4					
<b>2</b>	Internal Firewall as per Technical Specification given in Chapter-3 A.	Nos	4					
<b>3</b>	Cloud Solution as per Technical Specification given in Chapter-3 A.	Nos	26					
	<b>Sub Total (in Rs.): A</b>							
<b>B</b>	<b>Services Items</b>							
<b>1</b>	Backup Managed Services as per Technical Specification given in Chapter-3A (No. of resources as per Para 5.5 and 5.6 of Chapter-3 A)	Lump sum	1					
	<b>Sub Total (in Rs.): B</b>							
<b>C</b>	<b>Annual Maintenance Charges (AMC)</b>							
<b>1</b>	Annual Maintenance Charges (AMC) after warranty period of Supply Items (A) as per Tender Document	Years	2					
	<b>Sub Total (in Rs.): C</b>							
	<b>Grand Total (in Rs.): A+B+C</b>							

**Note:**

I.	<p>a) Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with tax break-up as per Performa attached as Annexure-A). The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5).</p> <p>b) It shall be the responsibility of Tenderer to transport the equipment/system/solution to site for Installation &amp; Commissioning.</p> <p>c) <b>Bidder to provide cost break-up of manpower of SOR-B(1) items also in Annexure-A with price bid.</b></p>
II.	Detailed BOM of each SOR item supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM.
III.	The Tenderer/bidder shall attach Priced BOM for Unit Rate Analysis of Schedule of Requirements (cost of sub-items, if any.) in their Price Bid. The quoted Unit Rates should correspond to the referred unit Rate.
IV.	Tenderer/bidder must also furnish the unit rate of all the supply of item mentioned in the SOR. These will also form part of the Rate Contract for procurement of items as when required.

V.	Tenderer/bidder has to quote for all SOR, and evaluation will be done on totality (Supply Items, Services Items and AMC).
VI.	The tenderer will be fully responsible for Supply of SOR Items and all related items for their installation and commissioning including the following: a) Integration with existing DC infrastructure as required by RailTel. b) Spares required for Commissioning during warranty. c) All necessary cables and connectors and other accessories required for installation.
VII.	Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM for this tender.
VIII.	Tenderer/Bidder shall submit the OEM vetted Technical Specifications.
IX.	Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.  Work is not divisible, and complete work will be awarded to selected bidder. Purchase preference will be given to Class-I local supplier as per extend government guidelines. The bidder claiming the benefit for the same must submit all the requisite documents as specified in latest government of India guidelines.
X.	Installation, Testing & Commissioning and training will be responsibility of Tenderer.
XI.	Tenderer/Bidder needs to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
XII.	The Tenderer/Bidder shall make available the offered products during technical evaluation for testing and benchmarking to RailTel at any testing facility approved by RailTel, if required. Tenderer shall provide all the required SOR item(s) and accessories for the above testing at their testing facility or RailTel's site. Tenderer shall bear all the cost of the above testing. The decision of RailTel shall be final and binding in this regard.
XIII.	Cost of SOR Item no. A(3) should include Cloud Solution platform with 3 years Support, Cloud Solution for Software defined storage (SDS) with 3 years support and Professional Services for deployment of IaaS, PaaS Platform and Software defined Storage DS for 1 year.
XIV.	Bidder to mention any subscription item of SOR-A in their offer, if any. AMC cost of same may be quoted accordingly.

## Tax Breakup for SOR

SOR	Des cri ption	Tot al Qty	Basic Unit Price (exclusi ve of all levies and charges )	Pkg & Forwardin g Charges		Freight & Insurance Charges		CGST/ SGST/ IGST/ UTGST etc.		Price Per Unit (all inclusive) for delivery at destination (4+6+8+10)	
				%	Amt	%	Amt	%	Amt	Amt (In Rs.)	In word
1	2	3	4	5	6	7	8	9	10	11	12
<b>Supply Item and I&amp;C</b>											
<b>Services Item</b>											
<b>AMC of Supply Items</b>											

## CHAPTER-3-A

**Scope of Work & Technical Requirement****1. Project Background:**

RailTel Data Center provides a range of services, including Cloud Hosting, VPN, Email, Disaster Recovery, DDoS Protection, Backup, and Security. These services are delivered through Tier-III Data Centers located in Gurgaon and Secunderabad. Both facilities are recognized by MeitY as Empaneled Data Centers for Cloud Services.

RailTel is planning to enhance the existing services in terms of capacity and features currently available.

- a) Backup Solution (Hardware +Licenses)
- b) Internal Firewall
- c) Cloud Solution
- d) Backup Managed Services

**2. Design Considerations:**

- (i) RailTel shall provide primary and backup network connectivity between the Data Center (DC) and the Disaster Recovery (DR) site.
- (ii) RailTel shall also provide rack space and power supply up to the appliance/equipment/system delivered as per the tender requirements.
- (iii) RailTel will supply all necessary hardware required for the deployment of the cloud solution.
- (iv) The bidder shall be responsible for providing all passive materials such as cables, ties, cable managers, tagging/labelling, etc., and must carry out the work in accordance with Data Center standards applicable to the supplied products. For cabling work, brands such as CommScope, Belden, R&M, or equivalent shall be used.
- (v) All ports, capacities, and power supplies required shall be provisioned from Day 1. The bidder shall also supply the necessary SFP modules and power modules for the proposed products from Day 1.
- (vi) The bidder must ensure that all peripherals, accessories, and sub-components necessary for the complete functionality of the proposed solution—as defined in the scope and specifications of the tender document—are provided. This includes, but is not limited to, devices, equipment, hardware, accessories, software, licenses, tools, etc., and shall be provisioned at no additional cost to RailTel.
- (vii) The bidder shall provide a warranty for a period of three (3) years as part of the scope of this tender. The bidder must also submit an OEM undertaking confirming that warranty/support for the supplied components will be provided for the entire duration. A back-to-back warranty/support arrangement with the respective OEM(s) must be in place to ensure smooth operations during the contract period.
- (viii) All necessary arrangements and coordination with the OEM(s) shall be the sole responsibility of the bidder

**3. Scope of Work:**

- a) Implement a **Backup solution** (Hardware +Licenses) to ensure data protection, disaster recovery, and business continuity. Scope of work of Backup Solution is as under:



- (i) The bidder shall design and deploy a robust and scalable backup system that provides Reliable data protection, Efficient and timely recovery from data loss or system failures and Long-term data retention to meet regulatory and operational requirements.
  - (ii) The bidder shall deploy an enterprise-grade backup solution with configured backup policies, retention periods, and encryption for data protection. It includes seamless integration with existing infrastructure.
  - (iii) The proposed solution should ensure data integrity, confidentiality, and availability.
  - (iv) The proposed solution should automate backup processes with minimal manual intervention.
  - (v) The proposed solution should comply with internal policies and regulatory standards and provide fast recovery options to minimize downtime.
  - (vi) The proposed solution should provide retention policies aligned with compliance needs.
  - (vii) The proposed solution should enable quick recovery in case of data loss or system failure.
  - (viii) Technical Specification is mentioned in sub para of Para 6.
- b) Implement an **Internal Firewall** to enhance security, optimize performance, and ensure regulatory compliance. Scope of work of Internal Firewall is as under:
- (i) The bidder shall deploy a robust firewall system that provides advanced threat protection, traffic management, and policy enforcement across network boundaries, ensuring the security and integrity of IT infrastructure.
  - (ii) The system should protect against unauthorized access, malware, and cyberattacks.
  - (iii) The system should improve network performance through intelligent traffic handling.
  - (iv) The system should enforce access control and security policies.
  - (v) The system should secure inbound and outbound traffic.
  - (vi) The implementation includes monitoring, logging, and reporting capabilities, along with defining firewall rules, policies, and configurations. Additionally, the firewall will be integrated with existing security solutions as per RailTel's network architecture, ensuring proper connectivity and network segmentation based on security zones.
  - (vii) The project involves deploying a firewall to secure the data center infrastructure with layered security, enforcing security policies, access controls, and traffic filtering.
  - (viii) Technical Specification is mentioned in sub para of Para 6.
- c) Implement a **Cloud solution** to provide infrastructure as a service and platform as a service. Scope of work of cloud solution is as under:
- (i) The bidder shall supply cloud solution as per SOR and in accordance with minimum technical specifications as provided. Higher version /additional specifications shall be accepted. However, deviation from minimum specifications if any, shall be clearly indicated along with the explanation in the technical deviation section.
  - (ii) The deployment of the cloud solution shall be in Two (2) data centres. The actual location of the data centres and number of servers in each DC will be provided to the successful bidder. The deployed solution must be designed in such a way that DC-1 work as a DR for the DC-2 and vice versa.
  - (iii) All the supplied software licenses and subscriptions should be in the name of RailTel.
  - (iv) The two data centres cloud deployment shall be standalone while both the clouds should have capability to integrate with existing cloud management portal (CMP), which is of Xaasio make.

- (v) The successful bidder shall work with RailTel team on low level design of the deployment like number of controller servers, management and monitoring servers in each data centre.
  - (vi) The successful bidder and RailTel team will work together to plan and size the usable compute resources and storage resources available for client provisioning as per the OEM deployment and best practice, performance requirement and available physical server and storage resources.
  - (vii) Bidder needs to integrate the cloud platform with the existing LDAP solution in RailTel.
  - (viii) Bidders shall furnish the detailed Bill of Material (BoM) for SOR item. The detailed Bill of Material should clearly mention all the components down to software components including quantities and licenses. The priced Bill of Material should be submitted in the price bid and unpriced Bill of Material should be submitted in the techno commercial part. There should be no difference in the items and quantities in the priced and the unpriced BoMs.
  - (ix) Bidders should have backend tie-ups with the respective OEMs to provide required technical support for the supplied Software, for their installation, Configuration, finetuning and commissioning to Meet the functional requirements.
  - (x) Bidder shall provide Root Cause Analysis for each case logged with Support team/OEM Team.
  - (xi) Technical Specification is mentioned in sub para of Para 6.
- d) Provide **Backup Managed Services** to ensure data protection, security, and compliance within RailTel's Data Center. The service will include **24/7 monitoring, backup administration, data recovery planning, and regulatory compliance**. Scope of Backup managed services is mentioned in para 5.

#### 4. Objective:

The primary objective of this tender document is to select a bidder who shall supply, install, test and commission DC infrastructure for DC and DR of RailTel.

- i. The bidder has to provide a backup solution, firewall and cloud solution as required in tender document. Configuration and implementation related inputs of DC /DR infrastructure shall be shared with the selected bidder.
- ii. All the mentioned tools and solutions will integrate with the required system and applications to manage the required system integration services of the infrastructure as desired.
- iii. All supplied items must be equipped with dual power source from day-1.

#### 5. Scope of Backup Managed Service:

- 5.1. Currently, the management of backup solutions at GGN and SC Data Centers (DC) involves multiple backup solutions, including Barracuda, Cohesity, Veeam, and Commvault. Additionally, a new backup solution is to be procured under this tender.

Given the critical nature of backup and disaster recovery operations, it is essential to have dedicated personnel available 24x7 in shifts at both GGN and SC DC to manage and monitor these solutions effectively. In addition, one subject matter expert for backup solution is required at each data center, responsible for assessing the current backup infrastructure, identifying gaps, and proposing an optimized backup strategy to meet the future needs of the Data Center (DC). This includes evaluating existing backup

mechanisms, ensuring data integrity, and recommending enhancements to improve efficiency, security, and scalability.

5.2. Scope of 24x7 Shift and Backup Management Expert (SOR-B(1)) is as under.

#### **5.2.1. Scope of Work for 24x7 Shifts:**

**Minimum Qualifications and Experience for deployed resource is at least B.Tech / MCA with 4 years of experience in Backup/Storage/Servers, etc.**

The engaged manpower will be responsible for the following activities:

- 1. Backup Storage & Retention Policies:**
  - i) Management of on-premise backup storage solutions.
  - ii) Data retention as per regulatory and RailTel's requirements.
  - iii) Optimization of storage resources to ensure efficient utilization.
  - iv) Implementation of automated backup verification.
- 2. Backup Policy Management:**
  - i) Define and configure backup policies for different environments (Production, Test, and Dev).
  - ii) Ensure retention policies align with regulatory and business requirements.
- 3. Backup Execution & Monitoring:**
  - i) Schedule and execute regular backups across all platforms (Barracuda, Cohesity, Veeam, Commvault, and the new solution).
  - ii) Monitor backup jobs for failures and take corrective actions.
  - iii) Generate reports and analytics on backup success rates and storage utilization.
  - iv) Coordinate with IT teams for application-level backups.
  - v) Verify and validate backup data integrity.
- 4. Backup Copies & Archival Management:**
  - i) Ensure appropriate copies of backups are taken and stored securely.
  - ii) Implement offsite backup copies to support disaster recovery (DC-DR) scenarios.
  - iii) Maintain logs and documentation for compliance and audit requirements.
- 5. Backup Restoration Drills:**
  - i) Plan and execute periodic Backup Restoration drills to validate the effectiveness of backup and recovery strategies.
  - ii) Document drill results and implement necessary improvements.
- 6. Incident Management & Troubleshooting:**
  - i) Investigate and resolve backup failures, restore failures, and data corruption incidents.
  - ii) Coordinate with OEMs/Vendors for support and resolution of complex backup issues.
- 7. Capacity Planning & Optimization:**
  - i) Regularly assess backup storage requirements and optimize backup configurations.
  - ii) Recommend upgrades or additional storage solutions as needed.
- 8. Security & Compliance:**

- i) Ensure backups adhere to security policies, including encryption and access controls.
  - ii) Implement necessary compliance measures for data protection regulations.
9. **Reporting & Documentation:**
- i) Generate daily, weekly, and monthly reports on backup health and performance.
  - ii) Maintain incident logs and conduct root cause analysis for failed backup jobs.
  - iii) Prepare compliance reports for regulatory and internal audits.
  - iv) Document backup architecture and recovery procedures.

### 5.2.2.Scope of Subject Matter Expert of Backup:

**Minimum Qualifications and Experience for deployed resource is at least B.Tech / MCA having Backup Certified Engineer certification with at least 8 Years of Experience.**

1. **Assessment of Existing Backup Infrastructure:**
  - i) Review current backup architecture, storage capacity, retention policies, and disaster recovery (DR) mechanisms.
  - ii) Identify performance bottlenecks, failure points, and security vulnerabilities.
  - iii) Evaluate the compliance of backup solutions with industry standards and organizational policies.
2. **Backup Strategy Enhancement:**
  - i) Recommend improvements to backup scheduling, storage optimization, and automation.
  - ii) Suggest new backup methodologies such as incremental, differential, or deduplication techniques.
  - iii) Optimize backup retention policies to balance storage costs and recovery needs.
  - iv) Propose strategies for faster backup and restoration to minimize downtime.
3. **Future Backup Requirements & Scalability:**
  - i) Assess anticipated data growth and recommend scalable backup solutions.
  - ii) Suggest future-ready backup technologies, including cloud-based backup options.
  - iii) Provide guidance on hybrid backup solutions integrating on-premise and cloud backup.
4. **Backup Security & Compliance:**
  - i) Ensure encryption and security measures for backup data.
  - ii) Propose mechanisms to prevent unauthorized access and mitigate ransomware threats.
  - iii) Ensure compliance with data protection regulations (e.g., ISO 27001, and industry-specific standards).
5. **Backup Monitoring & Reporting:**
  - i) Define proactive monitoring mechanisms for backup success rates and failures.
  - ii) Recommend automated alerts and reporting mechanisms.
  - iii) Provide guidelines for periodic testing of backups and recovery drills.
6. **Disaster Recovery (DR) Planning:**
  - i) Evaluate current DR strategies and propose improvements.

- ii) Define Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) for different services.
- iii) Recommend DR site configurations and data replication strategies.

**7. Deliverables:**

- i) Comprehensive assessment report of existing backup infrastructure.
- ii) Detailed recommendations for backup enhancement and future roadmap.
- iii) Implementation plan with phased deployment strategies.
- iv) Compliance and security recommendations.
- v) Training and knowledge transfer to the in-house team.

- 5.3. **Engagement Period:** The engagement period for managed services will be provisioned for **one year** for 24x7 operations and for **six months** for the subject matter expert of backup solution. Extension or renewal will be considered based on requirements after the completion of the mentioned period.
- 5.4. Bidder to quote the lumpsum cost of 24x7 Shifts and Subject Matter Expert for Backup Managed Services for both the Data Centers (SOR-B (1)).
- 5.5. Bidder has to provide 24x7 Backup Operations for duration of one year with 4 no. of resources at each of the Data Center i.e. DC-GGN and DC-SC (Total resources should be 8 in 24\*7 shift at both Data Centers).
- 5.6. Bidder has to provide Subject matter expert for duration of six months with 1 no. of resources at each of the Data Center i.e. DC-GGN and DC-SC (Total resources should be 2 at both Data centers).

**6. Description of Technical Requirement:**

**6.1. SOR-A (1), Backup Solution:**

SN	Minimum Requirements Description	Compliance (Yes/No)
1	The proposed solution should be with 300 TB storage capacity to provide backup of unlimited operating system and database instances.	
2	The proposed solution should be provided with a minimum of 256 GB RAM.	
3	The proposed backup solution should be provided with a minimum of 36 cores CPU.	
4	The solution should be provided with 10/25G network ports and populated as per day 1 requirement.	
5	Comprehensive anti-ransomware solution which protects, isolates, detects, and most importantly, rapidly recovers to reduce downtime and ensure business continuity.	
6	Should have relevant certifications such as SOC2 Type 2, FedRamp, HIPPA, ISO.	
7	Should have built in reports, audit logs, and alerting. Alerting capabilities have advanced features where alerts can have custom actions to call WebHooks for custom REST based API calls.	
8	Solution should have capability to manage backup policies, schedules, and SLAs from a central location	
9	Solution should have MFA, Role based access control, Quorum, whitelisting capabilities.	

SN	Minimum Requirements Description	Compliance (Yes/No)
10	Solution handle hardware failures, data corruption, and loss of disks or nodes or appliance.	
11	Solution should support the site to site failover and retain the same levels of service and capability	
12	Should allow Multiprotocol access to the data, support of applications across all major enterprise operating systems, including Microsoft Windows, Linux, and S3 API	
13	Should be able to recover file level from Vm image backups.	
14	Should support Application consistent backup for applications running on VM's	
15	Product should provide instant recovery functionality for a VMWare VM that runs off of the backup target temporarily	
16	Solution should have capabilities that a backup administrator can use to limit or control available functionality for the self-service environment to avoid resource contention	
17	Solution should provide continuous data protection (CDP)	
18	Product should protect new workloads automatically. (Ie: VM tagging, new databases, new instances within an existing database)	
19	Solution should support multi-tenancy and provides self-service backup, search & recovery capabilities for multiple organizations or business units	
20	Should have instant recovery capabilities for large databases such as Oracle or SQL	
21	Product should follow Software Development Lifecycle methodologies as part of your change management process	
22	Solution should have WOR/Data lock/Legal hold capabilities enabled natively.	
23	Product to provide Global Deduplication and stronger compression algorithm and best decompression speed	
24	Should have AI/ML based Native Threat detection capabilities	
25	Mass Restore capabilities and should not have any limitations on restoration.	
26	Solution should have Seamless Single Click Upgrade from UI	
27	Software Upgrades should be non-disruptive	
28	Solution should have a one-click upgrade of the entire platform. It should allow intermixing of different nodes. No need to upgrade older nodes when new nodes are added	
29	Solution should be capable to backup Online Exchange.	
30	Solution should trigger Snapshot enabled backups for NAS storages and not depend on NDMP	
31	Provide instant recoveries for NAS backups	
32	Should allow global search and restore across local and remote backups.	
33	Solution should have capability to provide a Air gapped vaulting to a On prem solution	
34	Solution should do parallel Ingest to provide Faster Backups and restores	
35	Solution should be scale out without any limitation on capacity	
36	Solution should be able to run Analytics, Vulnerability Scan, File Auditing, Reporting as Apps on platform.	

SN	Minimum Requirements Description	Compliance (Yes/No)
37	The solution should offer dedupe that is global across all backed up date sources, and all generations of hardware, across at least 2 hardware vendors, and across all scale-out capacity., and all capacity continuously-variable-length, sliding-window deduplication which shall be compatible with best practices for supporting booting VMs direct from the backup system. The deduplication should be configurable to be inline, post-process or off.	
38	The solution should allow multiprotocol access using NFS, SMB and S3 protocols on the same set of data	
39	The solution should support cloning at a file or volume level for instant access to multiple copies of data	
40	The solution should be software defined such that it can be used on any qualified third party (Dell, Cisco, HPE etc.) hardware without requiring any hypervisor.	
41	The solution shall support non-disruptive addition or removal of nodes	
42	The system should support multiple garbage collections per day as a best practice, so that the amount of usable and used space occupied by garbage instead of current data is kept to a minimum	
43	The solution should natively support application and crash consistent backups of VMs, DBs (SQL, Oracle etc.), Physical hosts, Physical applications/DBs, cloud-based applications and SaaS services.	
44	The solution shall support policy-based data protection	
45	The solution should be able to ingest a single file (say 1TB VMDK) across multiple nodes	
46	The system shall support agentless backups of VMs, AWS instances etc. where allowed by the hypervisor or application vendor	
47	The GUI should support immutable backups that even the superuser cannot delete.	
48	The system shall support immediate creation of DR copies on second site	
49	The solution should have pre-defined user roles	
50	In addition to the pre-defined user roler, the solution should allow a user to define custom roles that limit functionality for a user	
51	The system shall support multi-stream logical backup of NoSQL and Hadoop environments direct from from the application to a single, multi-controller storage pool limited by only the number of controllers the single system can scale to.	
52	System should be using Linux based OS.	
53	Dedicated hardware with backup software.	
54	The solution shall be provided with 03 year warranty. Warranty Support must be enterprise level premium support.	

## 6.2. SOR-A (2), Internal Firewall:

SN	Component	Minimum Requirement Description	Compliance (Yes/No)
1	Type	The proposed firewall must be Enterprise Grade Next Generation Firewall with complete threat prevention capabilities. The Next Generation Firewall appliance should be a purpose-built appliance-based solution with integrated functions like Firewall, IPSEC VPN, Application Awareness, IPS, BOT prevention, Antivirus, DNS Filtering and Zero Day Threat Prevention.	
2	Form factor	Hardware appliance	
3	3rd Party Test Certification	The proposed vendor must be in the Leader's quadrant of the Enterprise Next Generation Firewalls Gartner Magic Quadrant	
4	Architecture	Proposed Appliance must support VDOM/Multi-Instance/Virtual System/Multi-Domain or equivalent architecture with minimum 10 virtual instance/context from day 1 and every instance must be enabled with all the proposed security controls.	
5	Fans and Power Supply	The offered Next Generation Firewall must be provided in box with redundant hot swappable power supplies from day one.	
6	Storage	The solution should have local HDD with 480GB or more of type SSD	
7	Interface Requirement	NGFW must offer Min 10 x RJ45 Copper interfaces from day one.	
		NGFW must offer 4 x 1G/10G SFP/SFP+ ports with respective SR transceivers from day one and additional 4*25G on day one	
		NGFW must have dedicated HA port (in addition to requested data ports). Should have separate OOB, Console Management and USB Port	
8	Performance Capacity	Threat prevention throughput of 20 Gbps in real world/production/enterprise mix environment with all the security engines like IPS, Application control & anti-malware with logging enabled.	
		IPsec VPN throughput – 12 Gbps or more	
		New Sessions per second – Minimum 200,000 from day 1.	
		Concurrent sessions – Min 3 Million from day1.	
9	High Availability	Proposed NGFW must support Active/Active and Active/Passive deployment mode and should support session state synchronization among Next Generation Firewalls in a high availability.	
10	Interface Operation Mode	The proposed Next Generation Firewall shall support Dual Stack IPv4 / IPv6	
11	Next Generation Firewall Features	The proposed Next Generation Firewall shall be able to implement Zones, IP address, Port numbers and threat protection profile under the same Next Generation Firewall rule or the policy configuration	



SN	Component	Minimum Requirement Description	Compliance (Yes/No)
		The proposed Next Generation Firewall shall be able to handle (alert, block or allow) unknown/unidentified applications like unknown UDP & TCP	
		The NGFW must have GUI based packet capture utility within its management console with capability of creating packet capture filters for IPv4 and IPv6 traffic and ability to define the packet	
		The Next Generation Firewall must support creation of policy based on wildcard addresses to match multiple objects for ease of deployment	
		The Next Generation Firewall must have the capability to create DOS prevention policy to prevent against DOS attacks on per zone basis (outbound to inbound, inbound to inbound and inbound to outbound) and ability to create and define DOS policy based on attacks like UDP Flood, ICMP Flood, SYN Flood, IP Address Sweeps, IP Address Spoofs, port scan, Ping of Death, Teardrop attacks, unknown protocol protection etc.	
		The NGFW should block the traffic based on geo location (country wise). The geo location-based configuration should be supported granularly for per policy and per application wise as per the business requirement.	
		The Solution must have capability to provide detailed information about dependent apps to securely enable an application access in security policy for ease of administration.	
		Should have protocol decoder-based analysis which can statefully decodes the protocol and then intelligently applies signatures to detect network and application exploits	
12	Threat Protection	IPS must have options to create profiles for either client or server-based protections, or a combination of both.	
		Proposed NGFW Firewall to have integrated IPS & Threat Prevention capabilities with minimum 18000+ signature database. It should support importing signatures from Third party tools, customizing IPS signature and creation of multiple IPS policy for different segments and zones	
		The proposed Next Generation Firewall shall have on box AntiVirus/Malware, Anti Spyware signatures and should have minimum signatures update window of every one hour	
		Should be able to perform Anti-virus scans for HTTP, smtp, imap, pop3, ftp, SMB traffic with configurable AV action such as allow, deny/drop etc	

SN	Component	Minimum Requirement Description	Compliance (Yes/No)
		The solution must be able to define AV scanning on per application basis such that certain applications may be excluded from AV scan while some applications to be always scanned	
		Should block known network and application-layer vulnerability exploits	
		Solution must provide at least two pre-defined profiles/policies that can be used for protection immediately.	
		The device should support zero day prevention by submitting the executable files and getting the verdict back post detection.	
13	DNS based attack Prevention	The solution should integrate and correlate to provide effective prevention against New C2 domains, file download source domains, and domains in malicious email links.	
		DNS security should block known Bad domains and predict with advanced technology like machine learning. Solution must leverage predictive intelligence and not only use static signatures or blacklists.	
		Solution should prevent against DNS tunnelling which are used by hackers to hide data theft in standard DNS traffic by providing features like DNS tunnel inspection	
		The Solution should support DNS security in line mode and not proxy mode.	
14	Advanced Persistent Threat (APT) Protection	Should support bi-directional integration with an on-premise Anti- APT/SANDBOX solution if required in future from same OEM for sharing threat intelligence and automated mitigation of zero day attacks.	
15	Decryption	The proposed firewall shall be able to identify, decrypt and evaluate SSL traffic in an outbound connection (forward-proxy) and inbound connection. The proposed firewall shall be able to identify, decrypt and evaluate SSH Tunnel traffic in an inbound and outbound connections.	
		The proposed Next Generation Firewall shall be able to identify, decrypt and evaluate SSH Tunnel traffic in an inbound and outbound connections	
		The Next Generation Firewall supports TLSv1.3 decryption in all modes (SSL Forward Proxy, SSL Inbound Inspection.	
		The NGFW shall support the ability to have a SSL inspection policy differentiate between personal SSL connections i.e. banking, shopping, health and non-personal traffic	

SN	Component	Minimum Requirement Description	Compliance (Yes/No)
		The proposed Next Generation Firewall shall be able to identify, decrypt and evaluate SSL traffic in an inbound connection	
16	Network Address Translation	The proposed Next Generation Firewall must be able to support Network Address Translation (NAT)	
		The proposed Next Generation Firewall must be able to support Port Address Translation (PAT)	
		The proposed Next Generation Firewall shall support Dual Stack IPv4 and IPv6 (NAT64, NPTv6)	
17	IPv6 Support	Should support on Next Generation Firewall policy with User and Applications	
		Should support SSL decryption on IPv6	
		Should support IPv6 for administration of Gateway and Management solutions.	
		Should support DHCP IPv6	
18	Routing and Multicast support	The proposed Next Generation Firewall must support the following routing protocols: Static, OSPFv2/v3 , BGP v4	
		The device should support load balancing of traffic on multiple WAN links based on application, latency and type.	
		The proposed solution must support Policy Based forwarding based on:- Zone- Source or Destination Address- Source or destination port- Application (not port based)- Services or ports	
		The proposed solution should support the ability to create QoS policy on a per rule basis:-by source address -by destination address -by application-by static or dynamic application groups -by port and services	
		Proposed solution must support VPN Tunnel Interfaces as well as GRE tunnels.	
		Proposed solution must support DHCP Client configuration & DHCP Server configuration.	
		Bidirectional Forwarding Detection (BFD)	
19	Authentication	NGFW should support the following authentication protocols: LDAP, Radius, Kerberos.	
		The proposed Next Generation Firewall's SSL VPN shall support the LDAP, Radius, Kerberos, SAML authentication protocols	
		The NGFW must be able to acquire User Identities from: LDAP, Captive Portal, VPN	
20	Monitoring, Management and Reporting	There should be provision to permanently block the export of private keys for certificates that have been generated or imported to harden the security posture in order to prevents rogue administrators from misusing keys.	

SN	Component	Minimum Requirement Description	Compliance (Yes/No)
		The management solution must have the native capability to optimize the security rule base	
		Should support the report generation on a manual or schedule (Daily, Weekly, Monthly, etc.) basis	
		Should allow the report to be exported into other format such as PDF, HTML, CSV, XML etc.	
		Should have built in report templates base on Applications, Users, Threats, Traffic.	
		Should be able to create custom report base on custom query base any logging attributes	
		Gateways and Management appliance must have capability to support different NTP server	
		Proposed NGFW solution must have capability for local management (i.e. Security Policies, Reporting)	
		The Proposed NGFW solution must have policy lock option in case of multiple admins working and logging at the same time. Next Generation Firewall must allow multiple session from the	
		same user ID without disconnecting the existing session. This is required to ensure integration with privileged identity management solutions.	
		On device management service should be able to provide all the mentioned features in case of central management server failure	
		Solution must have the ability to log all integrated security applications on the gateway and including IPS, Application Control, Anti-Virus, Anti-Bot, User Identity	
21	Authorization	Original Manufacturer Authorization Certificate to be submitted along with the bid. We reserves the right to reject in case deviation on the basis of technical compliance as submitted in the tender document.	
22	Support & Warranty	The solution should be quoted with 3 years warranty with all necessary licenses for IPS, Advanced Malware Protection, Application Control, URL, DNS Filtering & Antispam signatures. The support should include hardware warranty and technical support from OEM. Warranty Support must be enterprise level premium support.	

**6.3. SOR-A (3), Cloud Solution for Servers with 24 Physical Core Dual Socket Processor i.e. 48 Physical Core:**

SN	Category	Minimum Requirement Description	Compliance (Yes/No)
1	Functional	The offered product/solution should be of enterprise grade and should not be of community version OR Beta version.	

2	Functional	The bidder should create self-service portal for automation and provision/ de-provisioning of virtual machine with required compute, storage, network.	
3	Functional	The supplied solution should have capability of catalogues for multiple IaaS and PaaS offered services.	
4	Functional	The bidder should create policy-based controls of cloud resources and should configure Role-based policy management, administration and enforce role-based policies.	
5	Functional	The bidder shall also create basic & necessary reports for the analysis of resources (CPU, Memory, Storage and Network) utilization and available resources.	
6	Functional	The solution should support REST base APIs with full API-level access to all functional components of the compute service such that any function available through the user interface is available through a REST API.	
7	Functional	The solution should support scalability as per the increased requirements.	
8	Functional	The solution should support multiple users' groups with appropriate rights on the platform. Solution should provide functionality for monitoring and reporting of assigned infrastructure like CPU, RAM, Storage, VMs etc. from user access. One user can only monitor their infra, no other infra should be accessible. Online reports must be available for at least 3 years.	
9	Functional	The Solution should be capable of supporting multi-tenancy to run cloud services (compute, network, storage) for multiple consumers on a single platform while managing the isolation of virtual machines into secure pools.	
10	Functional	The virtualization solution hypervisor shall be independent of hardware platform and shall be consistent across production and non-production environment providing ease of operations.	
11	Functional	The solution must be having L1-L3 based 24x7 support from OEM, updates and upgrades for the project period. The OEM should have a support centre based out of India for easier and faster communication on any support call resolution.	
12	Functional	The Console should have functionality for monitoring real-time utilization of VM resources such as RAM, CPU, storage I/O, network statistics. Dashboard for complete capacity management of cloud shall be available to management.	
13	Functional	There should be a provision for backing up of VM/workload using the existing backup solution.	
14	Functional	There should be a provision of Service Management capabilities from the solution or an option to leverage existing tools.	
15	Virtualization	Virtualization software shall allow heterogeneous support for guest Operating systems like Windows Server, Linux servers.	

16	Virtualization	Should have the capability for creating VM templates to provision new servers.	
17	Virtualization	Should support VM snapshots to revert to an earlier state, if required.	
18	Virtualization	Should support live Virtual Machine migration between two or more servers in a cluster.	
19	Virtualization	Virtualization software should support High Availability capabilities for the virtual machines.	
20	Virtualization	The virtualization solution should be able to restrict placement of a VM to a subset of hosts in a cluster and to keep virtual machines paired or separated. i.e., affinity and anti-affinity rules.	
21	Virtualization	The virtualization solution should allow for creating virtual Networks that connect virtual machines.	
22	Virtualization	The virtualization solution should have inbuilt SDN to centralize network provisioning, administration, and monitoring.	
23	Virtualization	The virtualization solution should provide a Web Based Virtualization administrator portal with a graphical management mode for administrators to manage virtual machines, templates, storage, network.	
24	Virtualization	The virtualization solution should have provision for hosts undergoing maintenance to automatically have their guest VMs migrated to other available hosts.	
25	Virtualization	The virtualization solution should be able to provide VM level isolation for better security.	
26	Virtualization	The solution should support integration with multiple Cloud Management & Orchestration portals.	
27	Virtualization	The solution should support auto scale-out of virtual machines.	
28	Network	The Solution shall allow configuring each Virtual Machine with one or more virtual NICs. Each of those network interfaces can have its own IP address and even its own MAC address.	
29	Network	The Solution shall allow for creating virtual switches that connect virtual machines.	
30	Network	The Solution shall support configurations of 802.1 q VLANs, VRFs, VxLANs which are compatible with standard VLAN implementations from other vendors.	
31	Network	Solution shall take advantage of NIC Teaming Capabilities.	
32	Network	The Solution shall support VLAN isolation by supporting multiple networks per resource pool.	
33	Network	The network controller shall provide Restricted access between VMs in the same VLAN as well as across VLANs using microsegmentation/security groups.	
34	Network	The solution should have Virtual Switch which should be able to span across multiple hosts in a virtual cluster.	
35	Network	The solution should support virtual load-balancing ability appropriate for the instances in a private cloud deployment.	

36	Software defined storage	The solution should support virtual load-balancing ability appropriate for the private cloud deployment	
37	Software defined storage	The solution should integrate with FC, FCoE and iSCSI SAN from leading vendors.	
38	Software defined storage	The Virtualized Infrastructure shall be able to consume Storage across various protocols like DAS, NAS, SAN etc.	
39	Software defined storage	The Solution must support file, block and object storage from the same cluster without any additional licenses.	
40	Software defined storage	The solution should have the ability to configure thin and thick provision volumes.	
41	Software defined storage	The solution should have no single point of failure and should be able to accommodate node failures.	
42	Software defined storage	SDS should be able to provide data protection and should support replicas & erasure coding. Additionally, it should also provide the capability of encryption of the content at store and in transit.	
43	Software defined storage	SDS Should be able to accommodate heterogenous hardware profile to accommodate high performance, high bandwidth and high-capacity requirements.	
44	DRM Software	The proposed solution must offer a management console for managing and monitoring DR solution parameters like RPO, RTO, and replication status. It should have the ability to push agents to production and DR location target servers to start replications. The DR solution must provide disaster recovery without requiring any cache storage device or intermediary storage for atleast 145 VMs.	
45	DRM Software	The proposed DR solution must provide the ability to achieve an RPO of near zero or a maximum of 5 minutes and an RTO of 30 minutes. This is a basic requirement for a DRM tool to minimize data loss in disaster situations.	
46	DRM Software	The proposed DR solution must support all known Windows Server versions starting from Windows Server 2008 onward, and Linux distributions including RHEL, CentOS, Oracle Linux, and Ubuntu, in both physical and virtual environments.	
47	DRM Software	The proposed DR solution must support any virtualized environments such as Hyper-V, ESXi, KVM, and Nutanix, as well as physical environments and public clouds like Azure, Google Cloud, and AWS. It should also provide ransomware protection by keeping four snapshots of the replicated servers at the target DR site every 24 hours.	
48	DRM Software	The proposed solution should be capable of executing DR drills and recovery workflows in simulation mode without affecting production applications.	

49	DRM Software	The proposed solution should support real-time byte-level continuous replication of delta-changed data with minimal performance or bandwidth impact. It should be capable of replicating data back to the data center for application failover after a DR event or DR drill. All data replications between the DC and DR must be secured using AES 256-bit encryption.	
50	DRM Software	The proposed solution should be able to manage hosts by deploying agents. It should seamlessly integrate with the existing environment without requiring configuration changes.	
51	DRM Software	The proposed solution should have the ability to automatically rebuild applications and databases at the DR site without requiring the involvement of the application or DBA team.	
53	DRM Software	The OEM must provide a toll-free support center available 24/7.	
54	Technical Account Manager	TAM shall prevent issues before they arise with proactive planning and technical reviews	
55	Technical Account Manager	TAM shall gain visibility into current and future products to plan for and meet your long-term technology goals.	
56	Technical Account Manager	TAM shall receive priority access with product feature requests and changes	
57	Technical Account Manager	TAM shall be responsible for enhancement of the RailTel Team resources and improve efficiency in the operational execution of technology initiatives.	
58	Technical Account Manager	The TAM shall be a direct link to the OEM support organization and shall be the designated resource, single point of contact for access to OEM product management and engineering for prioritizing feature requests and changes.	
59	Technical Account Manager	TAM shall have in-depth knowledge of RailTel technical environment. If a multi-vendor issue does occur, TAM is a single point of contact for getting a resolution.	
60	Technical Account Manager	The TAM service must be available for 3 years on 24x7 basis.	

#### 6.4. Requirement of SOR-B for Backup Managed Services as defined in Para 5 above.

### 7. Data Center Service Requirements:

Tenderer/ Bidder shall be responsible for the following Data Center Services.

- i. Supply, Installation, Configuration, performance Tuning & Integration, Performance Testing, Acceptance Testing, Commissioning and Training of the supplied hardware, Software, network equipment and network software as per Schedule of Requirements.
- ii. Tenderer/ Bidder should have backend tie-ups with the respective OEMs to provide required technical support for the supplied Hardware, Software, Network equipment and



Network for their installation, Configuration, fine-tuning, integration with existing components and commissioning to Meet the functional requirements.

\*\*\*\*\*

## CHAPTER-3-B

## INSPECTION AND INSTALLATION, TESTING &amp; COMMISSIONING

## 1. TESTS AND MEASUREMENTS

All equipment/system/solution shall be subjected to tests as per technical specification and requirement specified in Chapter-3, Part-A, at RailTel premises/Bidder premises/manufacturer facility/premises and a test report for each equipment duly signed by the testing authority and accepted by suitable authority shall be submitted along with the equipment.

## 1.1 TEST CATEGORIES

**1.1.1** The following tests shall be conducted for acceptance of the equipment/system/solution and the system before final acceptance of the system.

- i) Pre-commissioning test (after installation) for total integrated system.
- ii) Site Acceptance Testing (SAT)

**1.1.2** These tests shall be carried out on all equipment supplied by tenderer including those supplied by sub-vendors, if any. Tenderer shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

**1.1.3** All technical personnel assigned by Tenderer shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere or be interfered by other concurrent testing, construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by Purchaser/Engineer.

**1.1.4** Test Plan: The Contractor shall submit to Purchaser 'Test Plans' well in advance of commencement of actual testing in each of the above-mentioned test categories. The plans shall include:

**1.1.4.1** System/Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.

**1.1.4.2** Test procedures (including time schedule for the tests) and identification of test inputs details and desired/expected test results

**1.1.5 Test Report:** The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by Tenderer. The Test Reports shall be given for each equipment/item and system as a whole. The report shall contain the following information to a minimum:

**1.1.5.1** Test results

**1.1.5.2** Comparison of test results and anticipated/expected (as per specifications) test result as given in test plans and reasons for deviations, if any.

**1.1.5.3** The data furnished shall prove convincingly that:

- a. The system meets the Guaranteed Performance objectives
- b. Mechanical and Electrical limits were not exceeded.
- c. Failure profile of the equipment/system during the tests are well within the specified limits.

**1.1.6 Failure of Cards/Components:**

Till the system is accepted by the Purchaser, a log of each and every failure of cards/components shall be maintained. It shall give the date and time of failure, description of failed component/ card with serial no., lot no. etc., circuit, module, component designation, effect of failure of component on the system/ equipment, cause of failure, date and time of repair, mean time to repair etc. Repair/modification done at any point of time at one site shall be carried out by Tenderer at all the sites. Detailed documentation for the same shall be submitted to the Purchaser for future reference.

If the malfunction and/or failures of a unit/module/sub-system/equipment repeat during the test, the test shall be terminated and Tenderer shall replace the necessary component or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start.

If after the replacement the equipment/system still fails to meet the specification, Tenderer shall replace the equipment/system with a new one and tests shall begin all over again. If a unit/ subsystem/module have failed during the test, the test shall be suspended and restarted all over again only after the Tenderer has placed the Equipment back into acceptable operation. Purchaser's approval shall be obtained for any allowable logical time required to replace the failed component/unit/module/sub-system.

#### **1.1.7 Re-adjustments:**

No adjustments shall be made to any equipment/system/cards during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, Tenderer shall carry out only those readjustment needed to ready the equipment/system for continuance of tests. A log of all such adjustments shall be kept giving date and time, equipment, module, circuit, adjustments, reasons, test result before and after adjustment etc. Fresh acceptance tests shall be conducted after the readjustments have been completed.

### **1.2 FACTORY ACCEPTANCE TESTING (FAT): Deleted**

### **1.3 INSTALLATION:**

All equipment/system shall be checked for completeness as per the specifications of equipment/system. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

The contractor shall be responsible for ensuring that the work throughout is executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the RailTel.

If during installation and commissioning any repairs are undertaken, the maintenance spares supplied with equipment shall not be used for the repair. Tenderer shall arrange his own spare parts for such activities till such time the system has been finally accepted by the Purchaser. A detailed report & log of all such repairs shall be made available by the Tenderer to Purchaser/Engineer and shall include cause of faults and repair details, within two weeks of fault occurrence.

Tenderer shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, inter-bay and inter-equipment cables, power/earthing cables, connectors, anchoring bolts, nuts, screws, washers etc. as needed.

The bidder has to ensure that installation of equipment/System shall be done as to present neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays. No cable shall be visible. Equipment/Item installed at one of the site shall be made as model site and Tenderer shall take approval from Purchaser/engineer on various aspects etc.

#### **1.4 PRE-COMMISSIONING**

On completion of installation of equipment/System, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the Tenderer on his own.

A list of Pre-Commissioning tests (same as approved by the Purchaser/Engineer for Site Acceptance Testing) and activities shall be prepared by Tenderer and the test shall be carried out by the Tenderer on his own. After the tests have been conducted to the Tenderer own satisfaction, the Tenderer shall provide the test results for review by Purchaser/Engineer and then offer the system for Site Acceptance Testing.

During pre-commissioning, if any fault occurs to any equipment or system, Tenderer shall identify the same and provide report/history of all faults to the Purchaser.

Tenderer shall ensure that the spares meant for operation and maintenance are not used during installation and commissioning.

#### **1.5 SITE ACCEPTANCE TESTING (SAT)**

On installation, testing, commissioning and integration of equipment/system/solution, site acceptance testing report shall be issued duly certified by authorized representative of DataCentre.

#### **1.6 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)**

On successful installation, commissioning, Site Acceptance Test and integration of the Equipment/System/SOR items with the existing network, Provisional Acceptance Certificate (PAC) will be issued by nominated representative of RailTel. Part PAC may also be issued for payment purposes. PAC will not be held back for want of minor deficiencies not affecting the functioning of the overall system. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

#### **1.7 TRIAL RUN/FIELD TRIALS: Deleted**

#### **1.8 FINAL ACCEPTANCE CERTIFICATE (FAC)**

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of PAC provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate against the contract shall be issued by **Contract Management Authority**. Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

#### **1.9 QUALITY ASSURANCE**

- 1.9.1** Tenderer shall submit the details of Quality Assurance program followed by them beginning with raw materials, active, passive and fabricated components, units, sub-assemblies, assemblies, wiring, interconnections, structures etc. to finished product.

Tenderer shall obtain and forward the Quality Assurance Program for equipment supplied by Sub-vendor, if any.

- 1.9.2** The Purchaser/engineer reserves the right to inspect and test each equipment at all stages of production and commissioning of the system. The inspection and testing shall include but not be limited to raw materials. Components, sub-assemblies, prototypes, production units, guaranteed performance specifications etc.
- 1.9.3** For inspection and testing, Tenderer shall arrange all that is required e.g. quality assurance personnel, space, test instruments etc. for successful carrying out of the testing by the Purchaser/Engineer, at Tenderer cost, at the Manufacturer's works/tenderer premises/site.
- 1.9.4** Purchaser/Engineer shall have free entry and access to any and all parts of the Manufacturer's facilities associated with manufacturing and testing of the system at any given time.
- 1.9.5** It shall be explicitly understood that under no circumstances shall any approval of the Purchaser/Engineer relieve the Tenderer of his responsibility for material, design, quality assurance and the guaranteed performance of the system and its constituents.
- 1.9.6** Tenderer shall invite the Purchaser/Engineer, at least 7 days in advance, of the date at which system shall be ready for Inspection and Testing. All relevant documents and manuals approved Engineering drawings etc. shall be available with the Purchaser/Engineer well in advance of the start of Inspection and Testing.

\*\*\*\*\*

## Chapter – 3C

### E-tendering Instructions to Bidders

#### **1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

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

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

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

#### **2. REGISTRATION:**

- i. Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal (Approx Rs.2360/-) Per vendor/per year.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
- vii. The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.
- viii. After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account

#### **3. SEARCHING FOR TENDER DOCUMENTS**

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

documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

#### **4. PREPARATION OF BIDS**

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

#### **5. SUBMISSION OF BIDS**

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

**6. ASSISTANCE TO BIDDERS:**

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

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

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Neha Singh: DGM/ITP

Telephone 0124-2714000

E-mail ID: [neha.singh@railtelindia.com](mailto:neha.singh@railtelindia.com)

RailTel Contact-II (for general Information)

Netesh Kumar Singh: Sr. DGM/Projects

Telephone 0124-2714000

E-mail ID: [netesh@railtelindia.com](mailto:netesh@railtelindia.com)

**7. BID RELATED INFORMATION FOR THIS TENDER**

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

Broad outline of submissions are as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii. Submission of digitally signed copy of Tender Documents/Addenda
- iii. Two Packet
- iv. Online response to Terms & Conditions of Tender.
- v. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.



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

**8. ONLINE SUBMISSIONS:**

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

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

**9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:**

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

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

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

**10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:**

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

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

**11. SUBMISSION OF OFFERS AND FILLING OF TENDER:**

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

**12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:**

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

\*\*\*\*\*

## CHAPTER 4

### COMMERCIAL TERMS & CONDITIONS

#### 1. General:

- 1.1. The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2. The offer should remain valid for a minimum period from the date of opening of tender as indicated in Bid Data Sheet (BDS) Chapter 5.
- 1.3. Supporting documents such as certificate of registration, partnership deed, MOA, AOA etc. to be submitted along with the Bid.
- 1.4. The bidder should be registered with the GST Registration Authorities. Copy of GST Registration Certificate is required to be submitted.
- 1.5. The bidder should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of tender. Self-Declaration on company letterhead is to be submitted in this regard.

#### 2. Warranty:

- 2.1. The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter 5. 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/system 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.
- 2.2. If it becomes necessary for the contractor 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/system so replaced or renewed or until the end of the above-mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 30 days, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects
- 2.3. Replacement under the warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

#### 2.4. Warranty Support

- 2.4.1. Material for repair during Warranty Period shall be handed over /taken over to contractors engineer at RailTel Data Center Gurgaon/Secunderabad.
- 2.4.2. During the warranty period, the contractor 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 contractor 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.

- 2.4.3.** During the free warranty maintenance period contractor should stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment/system 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 contractor at no cost to RailTel as to make good all the deficiencies.

**2.4.4. Replacement Services during warranty and AMC Period:**

**a) For Hardware:**

In case of hardware failure, the replacement must be given in next business day. If the bidder fails to replace as per below mentioned duration, the following penalties will be imposed subjected to maximum penalties up to 10% of the cost of total PO/LOA value.

Equipment/System	Duration of repair	Deduction/Penalties
Any Modules or accessories	More than 1 days and up to 7 days	2% of the cost of equipment/system.
Any Modules or accessories	More than 7 days and up to 15 days	10% of the cost of equipment/system.
Any Modules or accessories	More than 16 days and up to 30 days	25% of the cost of equipment/system.
Any Modules or accessories	More than 30 days	100% of the cost of equipment/system.

**b) For Software/ License/ Support/ Subscription:**

System	Duration of repair	Deduction/Penalties
Disruption of Any Software or License or Support or Subscription	More than 1 days and up to 7 days	2% of the cost of product.
	More than 7 days and up to 15 days	10% of the cost of product.
	More than 16 days and up to 30 days	25% of the cost of product.
	More than 30 days	100% of the cost of product.

**Note:**

- OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.
- The above replacement services will be applicable during warranty and AMC period.

- 2.4.5.** After the proposed network is commissioned and placed in service and after Provisional Acceptance Certificate (PAC) is issued, the contractor shall be responsible for proper OEM support of the supplied solutions at free of cost for complete contract period from the Successful commissioning of the supplied solutions.

**3. Long Term Maintenance Support and Backup Managed Services**

- 3.1.** Bidder shall provide maintenance support from respective OEM(s) for a minimum period of 2 years after successful completion of warranty obligations. This period of AMC may be extended further 3 more years based on mutual consent. The long term maintenance support

shall be comprehensive and include all hardware and software item supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 2 above (Warranty) of tender document & its sub clauses will be applicable.

- 3.2. Bidder shall be paid @10% (minimum) of supply cost (basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e. issue of AMC LOA.

If the bidder quotes higher than 10%, he will be paid at his quoted rate per annum. Total AMC cost for two years will be taken for evaluation purpose. AMC would have to be valid for a minimum period of 02 years after completion of warranty. This period of 02 years may be extended further for 03 more years on same rates and terms & conditions on mutual consent.

In case a bidder quotes AMC rates lower than 10% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 10%) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 10% per annum.

- 3.3. Quarterly payment for AMC Charges would be made by RailTel after the successful completion of AMC Services of that quarter and on the certificate furnished by RailTel DC Team representative.
- 3.4. Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are as per tender document.
- 3.5. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in term of contract, these would be paid to it/him as per the contract terms".
- 3.6. RailTel will issue LOA of AMC with Supply and Managed Services to contractor. The PBG submitted by the contractor will include both Supply, Managed Services and AMC items. The contractor will be required to confirm and submit that the AMC has been bought from the OEM for AMC period.
- 3.7. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC period required to be submitted by Tenderer for due fulfillment of long term maintenance support obligation. The value of PBG will be 10% of the total value of AMC. This PBG of AMC shall be submitted by the bidder for releasing of PBG submitted against supply & AMC PO/LOA post completion of warranty obligation.

**Note:** The acceptance of the above clauses is mandatory and specific acceptance from bidder/OEM is required to be enclosed as per Form no. 6 (**Performa for Long term maintenance support**) given below. Any deviation / non acceptance may lead to rejection of the bid.

- 3.8. **Backup Management Services** has been provisioned for the period mentioned in Chapter-3A (Para 5) which can further be extended to ensure data protection, security, and compliance within RailTel's Data Center. Scope of work is also mentioned in the Chapter-3A (Para 5) of tender document.

**Note:** The rates finalized for Backup managed services will not be changed initially in the first year. Every consecutive year there will be automatic escalation of 7% of agreed and final rates of previous year. This is to adjust for the inflation.

#### 4. Delivery Period

The materials as per SOR are required to be delivered within period as indicated in Bid Data Sheet (BDS, Chapter 5) to the site /transported to different locations which will be provided by RailTel to the successful bidder.

#### 5. Payment Terms

5.1. Payment shall be made in Indian Currency (Rs.) 75% payment of the value of the part supply items would be made on receipt of material by the consignee (at site / the stores) 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:

- i) Tax Invoice (GST)
- ii) Delivery Challan/e-way bill.
- iii) Packing list.
- iv) Certified manufacturer Test Report
- v) Purchaser's Inspection certificate
- vi) Consignee receipt duly signed by RailTel's executive
- vii) Warranty certificate of OEM
- viii) Insurance certificate
- ix) Certificates duly signed by the firm certifying that equipment/system/materials being delivered are new and conform to technical specification.

5.2. 15% payment of the value of part Supply item of the PO shall be made by RailTel on successfully Installation & Commissioning at site based on SAT Report issued by RailTel DC Team, 5% payment of value of Supply items of the PO on issue of Provisional Acceptance Certificate (PAC) /Part PAC and the last 5% payment of the value of Supply items of the PO shall be made by RailTel on issue of Final Acceptance Certificate (FAC) .

5.3. 20% payment of value of part supply items of the PO which could not be installed and commissioned within 30 days for any reason will be made after PAC/ Part PAC with approval of **Contract Management Authority** and remaining 5% on issue of FAC as per clause 5.2.

5.4. RailTel shall make payments after the submission of invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is Contract Management Authority. All Bills shall be submitted to Sr. DGM/Project/CO for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

5.5. **Payment for Managed Services:** Quarterly payment for Backup Managed Services after successful completion of Managed Services for that quarter and on the certificate furnished by RailTel DC Team representative.

#### 6. Performance Bank Guarantee (Security Deposit):

6.1. The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10 % of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The PBG claim period should also be till 1 year after PBG Validity.

- 6.2.** The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 6.3.** The Performance Bank Guarantee (security deposit) will bear no interest.
- 6.4.** This PBG would be released after satisfactory completion of contract including warranty plus 4 months and post submission of bank Guarantee @10% of AMC value against AMC.
- 6.5.** A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- SFMS report guidelines: -  
BG advising message – IFN 760COV/ IFN 767COV via SFMS
- To mandatorily send the Cover message at the time of BG issuance.
  - IFSC Code of ICICI Bank to be used (ICIC0000007).
  - Mention the unique reference (RAILTEL6103) in field 7037.)
- 6.6.** The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the contractor.
- 6.7.** A Performance Bank Guarantee (PBG) shall be furnished within 30 (thirty) days of issue of LOA/PO and it should be valid for a period of 40 months initially and shall be renewed on annual basis. PBG shall remain valid for a period of 4 months beyond the date of completion of all contractual obligations of the Bidder including warranty and AMC obligations.

**7. Taxes & Duties:**

- 7.1.** The price quoted in the offer should be firm, fixed indicating the break up and inclusive of all taxes and duties like import, custom, anti-dumping, CGST, IGST, SGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 7.2.** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- 7.3.** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filled under GST act.
- 7.4.** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST act.
- 7.5.** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 7.6.** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UTGST along with respective HSN/SAC code under GST law (Including tax under reverse charges payable by the recipient).
- 7.7.** Wherever the law makes it statutory for the purchaser do deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

- 7.8.** The imposition of any new tax and/or increase/ in the aforesaid taxes, duties, levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of no payment/default payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to states/central government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 7.9.** In case of imported equipment/system:
- Anti-Dumping duty if applicable on the equipment/system 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 bidder at the time of making payment to the firm, if this duty amount is paid to custom Authority by RailTel.
- 7.10.** Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, Insurance and any other charges or cost quoted by the tenderer, including GST payable on reverse charge by RailTel, whenever applicable.
- 7.11.** In regard to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.

## **8. Insurance**

- 8.1.** The Contractor 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 Contractor or the Purchaser. The contractor 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 PAC by RailTel. Insurance policy has to be kept valid by the contractor till issue of PAC by RailTel.
- 8.2.** The Contractor should ensure 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.
- 8.3.** 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 contractor shall keep the policy/policies current till the equipment/system are handed over to the purchaser. It may also be noted that in the event of contractor'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 contractor.

## **9. Liquidated Damages**

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent (including elements of taxes, duties, freight, etc.) per week or part thereof for undelivered portion of SOR 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.

## 10. Transportation

The rates quoted should be CIP destination. The destination shall be defined RailTel DC/DR or nominated office of RailTel in the proposed sections which shall be indicated by RailTel's representative.

## 11. Statutory Deduction

These will be made at source as per the rules prevalent in the area of work.

## 12. Qualification Criteria:

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified OEM(s) has satisfactorily working, proven facility etc. Bids from bidder not meeting these qualification and technical criteria may be rejected.

### 12.1. Eligibility Criteria for Bidder:

SN	Eligibility Criteria Requirements	Supporting Document Required
1)	<b>Legal Entity:</b> The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India for the last three years.	<ul style="list-style-type: none"> <li>• Certificate of Incorporation / Registration or</li> <li>• Memorandum of Association (MoA)</li> <li>• Supporting document to prove eligibility for exemption under Startup.</li> </ul>
2)	<p><b>Technical Capability:</b> The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>i) One similar work each costing not less than the amount equal to 60% of advertised value of the tender (i.e. <b>Rs. 11.05 Cr</b>), or</p> <p>ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender (i.e. <b>Rs. 7.36 Cr.</b>), or</p> <p>iii) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender (i.e. <b>Rs. 5.52 Cr.</b>)</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have executed order during the last preceding three financial years as on opening of tender:</p> <p>i) One similar work each costing not less than the amount equal to 35% of advertised value of the tender (i.e. <b>Rs. 6.44 Cr</b>), or</p> <p>ii) Two similar works each costing not less than the amount equal to 20% of advertised value of the tender (i.e. <b>Rs. 3.68 Cr.</b>), or</p> <p>iii) Three similar works each costing not less than the amount equal to 15% of advertised value of</p>	<ul style="list-style-type: none"> <li>• Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</li> <li>• The copy of Purchase Order is required as supporting document.</li> </ul> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidder's share of work and value of completed work (minimum 80% of total value of bidder's share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause. (The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer).</p>



SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>the tender (i.e. <b>Rs. 2.76 Cr.</b>)</p> <p><b>Note:</b> Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or sub-contractor, only the bidder's share, by value, shall be considered to meet this requirement.</p> <p><b>#Definition of similar category products:</b> Supply, installation and commissioning of Data Center Hardware/Software Solution items in Government / PSUs / Telecom Service Providers network/ISP Network/Cloud Service Provider Network/ Public listed company.</p> <p><b>Note-:</b> Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p>	
3)	<p><b>Financial Capability:</b> The bidder should have minimum cumulative turnover in the previous three financial years and the current financial year, at least <b>150%</b> (i.e. <b>Rs. 27.63 Cr.</b>) of the advertised value of the tender. The tenderers shall submit Certificates to this effect which</p>	<ul style="list-style-type: none"> <li>• Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate</li> </ul>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>may be an attested Certificate from the concerned department/ client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</p> <p>Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) should have annual turnover of minimum 50% of tendered value or above during the preceding 3 financial years as on opening of bid (<b>i.e. Rs. 9.21 Cr.</b>) .</p>	<p>from Chartered Accountant duly supported by Audited Balance Sheet.</p> <ul style="list-style-type: none"> <li>• The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</li> <li>• For startups, in addition to above, Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries shall also be required.</li> </ul>
4)	The bidder (in case of consortium/JV, all members) including Sub contractors should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	<ul style="list-style-type: none"> <li>• Self-Declaration by the Bidder (in case of consortium/JV, all members/ partners) on Company's letter head.</li> </ul>
5)	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.	<ul style="list-style-type: none"> <li>• Undertaking to be submitted by the Bidder (in case of consortium/JV, all members/ partners).</li> </ul>
6)	Bidder should have authorization specific to this tender from respective OEM as per format at Form No. 4.	<ul style="list-style-type: none"> <li>• MAF as per format at Form No. 4.</li> </ul>
7)	The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their state-ment/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. 3 . <b>Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.</b> And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. The RailTel (RCIL)	<ul style="list-style-type: none"> <li>• Notarized Affidavit as per format at Form No. 3.</li> </ul>

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

### 12.2. Eligibility Criteria Requirements for OEM's for required Supply Items:

OEM's whose products are proposed to be used in this deployment should meet the following criteria:

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	<b>Experience Criteria:</b> The product of same or similar category should have been satisfactorily working in Government/PSUs/Public Listed Company for at least 12 months. Satisfactory Working Performance by the end user is required to be submitted and it should be issued during last one year from the date of opening of Tender.	Satisfactory Working Performance by the end user is required to be submitted and it should be issued during last one year from the date of opening of Tender.
2.	<p><b>Past Performance:</b> The OEM {themselves or through reseller(s)} should have supplied same or similar category products for 35% of tendered quantity, during last preceding 3 financial years (i.e. current year and three previous financial years) before the bid opening date to any Government/ PSU/ Public Listed Company. OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory. Copies of relevant contracts to be submitted along with bid in support of quantity supplied during above period.</p> <p><b>Note:</b> Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/ registered at least 5 years prior to the date of opening of tender, shall be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	<ul style="list-style-type: none"> <li>OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.</li> <li>Copies of relevant contracts to be submitted along with bid in support of quantity supplied during above period.</li> </ul>

SN	Eligibility Criteria Requirements	Supporting Document Required
3.	<p>Undertaking by OEM on their respective letter Heads -</p> <p>a) OEM should have proven facilities for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment/system are planned to be supplied. In case OEM is located outside India, it should have service facilities in India also (Point-A of Form No. 8).</p> <p>b) OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-B of Form No. 8).</p> <p>c) Hardware and Software supplied by OEM should not have any malicious code (Point-C of Form No. 8).</p> <p>d) The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India.</p> <p><b>Note:</b> OEM's from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT as per Clause 21 of Chapter-4 (Point no. D of Form No. 8)</p>	Self-Declaration by the OEMs on Company's letter head for Point- A, B, C & D of Form No. 8.

**Note:** Bidder/OEM shall submit proper contact detail of all the users (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for all the certificates asked in the Qualification Criteria. The bidder is required to submit complete chain of credentials, e.g. purchase order (prices blanked out), showing relevant value of the PO and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

### 13. System Performance Guarantee:

**13.1.** The tenderer shall give unqualified and unconditional guarantee that when the equipment/system/ 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 RailTel to realize the end objectives with full compliance of

the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

- 13.2.** This certificate in the Proforma given in **Chapter 6 Form No. 2**, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

**14. Evaluation of Offer:**

- 14.1.** For the purpose of relative ranking of offers, all-inclusive value for entire supply, supervision of installation, testing & commissioning, warranty period support and training and AMC shall be taken into account.
- 14.2.** Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- 14.3.** The tenderer should make available the offered products, if desired during technical evaluation of offered equipment/system/solution for testing and benchmarking at any testing facility approved by RailTel.
- 14.4.** The bidders should quote for all items & the offer will be evaluated in totality (Total Cost including Tax). The bidders should indicate brand name, type/model number of the products offered. The equipment/system/solution should be supplied as per Technical Specifications given in **Chapter-3A**.

**15. Security Considerations & Security Agreement**

- 15.1.** While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 15.2.** The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer/OEM shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the template agreement between Telecom Service Provider and the vendor of equipment, product and services (available on DoT website). The tenderer must submit a declaration along with their bid.
- 15.3.** The Network is being provided primarily to meet the requirement of Indian Railways. Accordingly, the network shall take into consideration the National Security requirement and National Security aspects indicated by the Indian Railways.

**16. Purchaser's Right to Vary Quantities and Rate Contract**

**16.1. Purchaser's Right to Vary Quantities**

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order as indicated in Bid Data Sheet (BDS) Chapter 5 without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

**16.2. Rate Contract Terms**

- 16.2.1 RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of Equipment /system/solution 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 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment /system/solution detailed in SOR, 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 these SOR items, however, there is no guaranteed off take against this Rate Contract.
- 16.2.2 A standing Performance Bank Guarantee of Rs. 05 lakh for due fulfillment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract. The supplier shall have to supply, installation, commissioning the equipment/system/solution against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 10% of the value (rounded off to nearest Thousands of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub P.O. is for the satisfactory performance of materials and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately.
- 16.2.3 Extension of time for submission of PBG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA/ Sub PO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30(thirty) days, i.e. 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA/ Sub PO, the contract shall be terminated duly forfeiting other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender of the work. Performance Bank Guarantee/ Standing Bank Guarantee will bear no interest. The payment conditions against Rate Contract will be as under:
- 16.2.4 Payment term for RC items will be same as per the payment term mentioned in clause No. 5 of this tender.

**17. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid**

The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

**18. Execution of Purchase Order**

- 18.1. The successful bidder has to submit a copy of the Purchase order duly signed on each page including Annexures & will submit the Performance Bank Guarantee as per Clause no. 6 for due fulfillment of the PO.
- 18.2. If the successful bidder fails to submit the accepted copy of PO and required PBG within 30 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. The Tenderer shall also submit the inspection plan, Implementation plan etc. within 30 days period.
- 18.3. In the event of any tenderer, whose tender is accepted, refuses to execute the PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase

Order and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

**19. Annulment of Award**

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

**20. Earnest Money Deposit (EMD)/ Bid Security**

**20.1.** The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money as per the details shared in the NIT.

**20.2.** The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.

**20.3.** Offers not accompanied with Earnest Money shall be summarily rejected.

**20.4.** Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

**20.5.** The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 6.

**20.6.** Earnest Money will bear no interest.

**21. Preference to make in India:**

The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated. 15.06.2017 & dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

**21.1. Local Content:**

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder.

- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of “Local Content” and “Imported Content” for each SOR item as per DPIIT's PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.
- v. Self-certification of bidder as above shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. “We\_\_\_\_\_ the statutory auditor of M/s.\_\_\_\_ (name of the bidder) hereby certify that M/s.\_\_\_\_\_ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. \_\_\_\_% (to be filled by the work center) quoted vide offer No.\_\_\_\_ dated\_\_\_\_ against RAILTEL tender No.\_\_\_\_\_ by M/s. \_\_\_\_\_ (Name of the bidder).
- Note:** In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.
- vi. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.
- vii. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. “<https://dpiit.gov.in/public-procurements>” may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers

## 21.2 Bidders sharing a land border with India:

Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per point D of Form No. 08 shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

## 22. Offer/ Bid Prices

- 22.1. The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees or in any major foreign currency for the imported items (FOR/CIP destination).



- 22.2.** The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 22.3.** All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.
- 22.4. 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 purchase order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

### **23. Clause wise Compliance**

Clause wise compliance statement of the Technical Specifications (Chapter 3) and Commercial Terms & Conditions (Chapter 4) shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

### **24. Inspection:**

- 24.1.** Inspection shall be carried out at tenderer's works/site by RailTel's authorized representative or Consignee Inspection may be carried out.
- 24.2.** Along with inspection call, the tenderer/manufacture shall submit details of test procedures, test programs, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 24.3.** In case material fails during inspection, the fresh lot of material 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.
- 24.4.** In case necessary facilities to carry out tests/witness inspection is not available at tenderer site, such may be conducted at consignee site on basis of RailTel's approval against bidders request.

### **25. Force Majeure**

- 25.1.** 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.
- 25.2.** 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.

## **26. Settlement of Disputes and Arbitration**

- 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 at New-Delhi.
- 26.2.** All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe 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 CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be. shall be final and binding on both 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 fulfil their obligation under this Agreement so far as they are reasonably able to do so.

## **27. Governing Laws**

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.

## **28. Termination for Default**

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.

- 28.1.** If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- 28.2.** If the tenderer fails to perform any other obligation(s) under the contract; and
- 28.3.** If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- 28.4.** In case of any of the above circumstances RailTel shall pay the supplier for all products and services delivered till the point of termination as per terms and conditions of the contract.

However, any recovery and losses that occurred to RailTel will be recovered from the Contractor up to the value of the contract.

**29. Risk & Cost**

If the contractor fails to deliver the equipment/system or honor the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase 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 contractor. However, the security deposit of tenderer shall be forfeited/ Performance Bank Guarantee shall be encashed. The failed tenderer shall not be permitted to take part in the tender for balance work.

**30. Termination for Insolvency:**

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

**31. Rates during Negotiation:**

The tenderer/s 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.

**32. Clarification Request: Deleted**

**33. Submission of Offers:**

**33.1.** All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

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

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

**33.4.** The bid should be submitted online through e-Nivida portal with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped.

**33.5.** The offer shall be submitted in two packet. Both Bids Credential Bid (Techno-Commercial Bid) & Price Bid shall be online using the e-Procurement Portal <https://railtel.enivida.com/>  
The bid should consist of following:

**33.5.1.** Offer Letter complete as per Chapter-1.

**33.5.2.** Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out).

**33.5.3.** Earnest Money in prescribed form.

**33.5.4.** Complete Tender documents, duly signed as token of acceptance should be submitted.

**33.5.5.** Clause wise compliance to technical requirement, Chapter-3 A.

- 33.5.6.** Documentary proof of equipment/system/solution being proven and working for more than at least 12 months as on date of opening of tender in India or outside India along with user certificate and Contact Details of user/firm /Self undertaking as per eligibility criteria.
- 33.5.7.** System Performance Guarantee as per Form No. 2 of Chapter 6.
- 33.5.8.** Affidavit for credential verification as per Form No. 3 of Chapter 6.
- 33.5.9.** Manufacturer Authorization certificate as per Form No.-4 of Chapter 6.
- 33.5.10.** Power of attorney in favour of the signatory duly authorizing the signatory as per Form No.-5 of Chapter-6 along with Board Resolution.
- 33.5.11.** Performa for Long Term Maintenance Support as per Form No. -6 of Chapter-6.
- 33.5.12.** Nil deviation form as per Form No.-7 of Chapter-6.
- 33.5.13.** OEM Undertaking as per Form no. 8 of Chapter 6.
- 33.5.14.** Integrity Pact as per Form no. 9 of Chapter-6.
- 33.5.15.** The manufacturer claiming to qualify under the scope of rules for PMA (Preferential Market Access) must submit the declaration of VA (Value Addition) as required under the issued notification.
- 33.5.16.** Complete technical data and particulars of the equipment/system/solution offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc. Documentary proof of technical solution consisting of Implementation approach, Implementation Methodology, Deployment Schedule and Technical Presentation.
- 33.5.17.** Any other information desired to be submitted by the tenderer.

#### **34. Constitution of Firm and power of Attorney**

- 34.1.** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-
  - 34.1.1.** As sole proprietor of the concern or as attorney of the sole Proprietor.
  - 34.1.2.** As a partner or partners of the firm.
  - 34.1.3.** As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 34.2.** In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 34.3.** The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the PO
- 34.4.** In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 34.5.** The duly notarized Power of Attorney shall be submitted online and Original copy is need to be submitted by the successful bidder before issuance of LOA.

#### **35. Opening of Bids:**

- 35.1.** Bids received from the Bidders shall be opened on the due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of RailTel and the Bidders. However, this tender document does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.

**35.2.** RailTel shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Chapter.

**35.3.** To facilitate evaluation of Bids, RailTel may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

**36. Non-Transferability & Non-Refund ability**

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

**37. Errors, Omissions & Discrepancies**

The Contractor(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for misinterpretation shall be entertained.

**38. Wrong Information by Tenderer**

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

**39. The envelope shall be addressed to the Purchaser at the following address:**

Offer / Bid should be uploaded on e-Nivida portal before the due date and time of submission of offers/bids. The offers / bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of those representatives of the bidders who choose to be present.

In case the date of opening happens to be a holiday, the tender will be opened at the same time on the next working day.

**40. NIL Deviation Compliance:**

The bidder is required to submit the “NIL Deviation compliance undertaking” for all the terms and conditions of the tender including all corrigenda with the offer as per proforma given in Form no. 7 (Chapter-6).

**41. Limitation of Liability:**

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

**41.1.** The Supplier 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 Supplier to pay liquidated damages to the Purchaser; and

**41.2.** The aggregate liability of the Supplier 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 Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

**42. Credential Verification:**

**42.1.** The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each

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

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

- a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of RailTel thereunder.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

**43. Mandatory updation of Labour Data on Railway’s shramikkalyan portal:**

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

- (a) The contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyam portal with requisite details subsequent to the issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
- (b) The contractor, once approved by any Engineer, can create a password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. The engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyam portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient of engaged contractual labour & payments made thereof after each wage period.

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

**44. Integrity Pact Program:**

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. 15 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.

- a) 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. Executive Director/ITP, RailTel.

**Name of IEMs and contact details:**

- |                               |                                                                            |
|-------------------------------|----------------------------------------------------------------------------|
| 1. Shri. Vinit Kumar Jayaswal | E-Mail: <a href="mailto:gkvinit@gmail.com">gkvinit@gmail.com</a>           |
| 2. Shri. Punati Sridhar       | E-mail: <a href="mailto:poonatis@gmail.com">poonatis@gmail.com</a>         |
| 3. Shri. Bipin Bihari Mallick | E-mail: <a href="mailto:bipinmallick@gmail.com">bipinmallick@gmail.com</a> |

**Name & contact details of Nodal Officer (IP) in RailTel:**

ED/ITP  
RailTel Corporation of India Ltd  
6th Floor, Office Block Tower-2,  
NBCC Complex, East Kidwai Nagar,  
New Delhi-110023  
E-Mail: [ravi@railtelindia.com](mailto:ravi@railtelindia.com)

- b) 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.
- c) 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.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

- e) The 'Integrity Pact' shall be submitted by the Bidder duly signed on all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without a signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-6 of this tender document (Form No. 9).
- f) 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.

The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt. 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed

**45. For Micro and Small Enterprises (MSEs):**

- 45.1.** "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires availing TReDS facility.
- 45.2.** MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 45.3.** MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- 45.4.** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**46. NIL Deviation Compliance:**

The bidder is required to submit the "NIL Deviation compliance undertaking" for all the terms and conditions of the tender including all corrigenda with the offer as per proforma given in Form no. 7 (Chapter-6).

**47. Contract Agreement:**

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the RailTel may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the RailTel shall be entitled to forfeit the EMD and to forfeit other dues



payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

The following documents would form part of the agreement between RailTel & the successful bidder: -

- i) This tender document and all the issued addendum/ corrigendum.
- ii) The bidder's proposal in response to this tender and clarifications made in course of evaluation, including all Appendixes and supporting documents.
- iii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iv) Copy of Signed LOA along with the copy of the PBG document.

\*\*\*\*\*

## CHAPTER- 5

## BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document COMMERCIAL TERMS & CONDITIONS Chapter 4.

Clause	Description
Clause 1.2	<b>Validity of offer</b> 90 days.
Clause 2	<b>Warranty Period:</b>  The warranty would be valid for a period for <b>36 months from the date of System Commissioning (PAC)</b> . For item(s) that cannot be installed for want of site readiness at RailTel end as per the decision of the Contract Management Authority, the warranty would be 36 months from the original DOC.
Clause 4	<b>Delivery Period/Date of Commissioning (DOC):</b> Supply, installation and commissioning within 30 days of issue of LOA/PO.
Clause 16	<b>Purchaser's Right to Vary Quantities:</b> (A) Upto maximum extent of +/- 50% subject to following condition i. Upto +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.  Rate Contract- Up to a maximum extent of 50% of the contract value of SOR.
Clause 20	<b>Earnest Money Deposit (EMD)/ Bid Security</b>  <b>Rs. 20,00,00/-</b>
Clause 33	<b>Last Date of Submission of Offer</b>  Date: 29.05.2025 Time: 15:00 hours
Clause 35	<b>Date of Opening of Tender</b>  Date: 29.05.2025 Time: 15:30 hours
Clause 6 (Chapter 3C)	<b>Last date for submission of Queries.</b> Date: 13.05.2025 Time: 18:00 hours

\*\*\*\*\*

## CHAPTER- 6

## Form No. 1

## PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt .....(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order No.....dated.....made between.....and..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. .... (Rs ..... only). We ..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, ..... Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers

exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the                      day of                      2025

for .....

(indicate the name of the Bank)

Witness

1. Signature  
Name
2. Signature  
Name

**Form No.: 2**

**PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE**  
(On Stamp Paper of Rs. One hundred)

**General Manager/Project,  
RailTel Corporation of India Limited  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar,  
New Delhi-110023**

I / We ..... hereby guarantee that the design on the basis of which we have submitted our tender no. .... has been carefully made 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/system 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. ....

**Form No.: 3**

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

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

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

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

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

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

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

Form No.: 4

**Performa for Manufacturer Authorization Form**

**Dated:** .....

**General Manager,  
RailTel Corporation of India Ltd.**

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

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

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

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of .....(Product details), having our registered office at ..... We hereby authorize M/s ..... (bidder name), Office ..... to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

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

Thanking you,  
Best regards,

**Authorized Signatory**



**FORM No.: 05**

**Format for Power of Attorney**

**POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_ day of \_\_\_\_ 2025

(Signature and Name of authorized signatory)

\_\_\_\_\_

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

**Form No. 6**

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

**To**

**General Manager,  
RailTel Corporation of India Limited  
Plate-A, 6th Floor, Office Tower-2,  
NBCC Building, East Kidwai Nagar,  
New Delhi-110023**

**Tender Reference No.:**

I / We ..... hereby confirm that we have read specifications & tender conditions of RailTel Tender No. ....and accept that the requirement of Long Term Maintenance Support as per Clause 3 of Chapter-4 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfill the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary/authorized partner 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 OEM's Authorized Officer)  
Seal

**Signature of witness:**

1. ....
2. ....

**Note: Please Strike out whichever is not applicable.**

## Form No. 7

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter  
(TO BE SIGNED BY BIDDER)**

To,

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

Dear Sir,

Sub: NIL Deviation Compliance for Tender no. ....

Over and above all our earlier conformations and submissions as per your requirements of the tender, we confirm that,

1. We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. **In case of any deviation, RailTel reserves the right to reject the bid without giving any justification.**

**Format of Annexure (Deviation Statement)**

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

2. All the proposed Hardware & Software to be supplied as per technical specifications mentioned in Chapter-3-A of Tender document.
3. We hereby certify that the hardware and software mentioned in our technical solution and Bill of Material (BOM) are complete.
4. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the tender. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Seal and signature of the bidder

Place:

Date:

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory).

## Form No. 8

**OEM Undertaking on Letter Head**  
(To be signed by the OEM)

**General Manager,  
RailTel Corporation of India Ltd.**

**Dated: .....**

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

**Sub: OEM Undertaking**

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

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the tender, we confirm that,

**A. We undertake/Certify that**

“We have proven facilities at ..... (Complete Address along with Pin Code) for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment/system are planned to be supplied.”

“In case OEM is located outside India, we have training, repair and service center facilities in India at .....(Complete Address along with Pin Code) also.”

**B. I/We have not been black-listed or debarred currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons either in Individual capacity or as a member of partnership firm/LLP/JV/Society/Trust.****C. We Certify that,**

(i) All proposed hardware and software components in scope of supplies when shipped by \_\_\_\_\_, does not contain embedded malicious code that would activate procedures to:-

- a. Inhibit the desired and designed function of the equipment/system.
- b. Cause physical damage to the user or equipment/system during the exploitation.
- c. Tap information resident or transient in the equipment/system/networks.

(ii) We, \_\_\_\_\_ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than \_\_\_\_\_

(iii) Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.

**D. We certify that our offered products are genuine, have our own manufacturing setups and**

IPR for the hardware(s)/software(s), and not have 3rd party manufacturing from any company blacklisted in India or abroad (due to proven backdoor access and data vulnerability) or any company sharing land border with India. The Intellectual Property Rights (IPR) of all offered product and source code of all offered software including camera firmware, switch firmware etc. are not residing in countries sharing land borders with India. Proof of IPR & source code will be provided by the OEM.

or

IPR of offered products and source code of offered software including camera firmware, switch firmware etc. are residing in .....country (Please mention the country name) and OEM has been registered with the Competent Authority of Govt. of India and are eligible to be considered(evidence of valid registration by the competent authority is enclosed)

In case any breach or false declaration is found at any stage, immediate strict penal action can be taken by RailTel.

Seal and signature of the authorized representative of OEM

Place:

Date:

Form no. 9

**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.
  - 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**

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 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)  
(Office Seal)

(For & On behalf of Bidder/Contractor)  
(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

\_\_\_\_\_

Witness 2:

(Name & Address)

\_\_\_\_\_

Form no. 10

**CONTRACT AGREEMENT**

(CA No. ....)

This AGREEMENT is made at <Location of RailTel Office> on this day of \_\_\_\_\_ two thousand and twenty four by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through RGM/ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And \_\_\_\_\_ having its registered office at ----- acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of "....." for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted offer letter as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri \_\_\_\_\_ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of:

1.     Signatures  
       Date  
       Name in Block Capitals  
       Address:
2.     Signatures  
       Date  
       Name in Block Capitals  
       Address:

## CHAPTER-7

## CHECKLIST

Tender No.: RAILTEL/TENDER/OTCO/ITP/2025-26/DC – DR Infra/013			
Name Of Work:- "Supply, Installation, Testing & Commissioning of Data Centre Infrastructure at DC & DR of RailTel"			
Name of Company/Firm			
S No.	Item/Clause of Tender Document	Details / Remarks	Attached/ Not Attached
1	Signed Copy of Tender Document / Corrigenda		
2	EMD		
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)		
4	Detail BOM of each SOR Item supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM		
5	Clause wise compliance (Clause 23 of Chapter-4)		
6	Eligibility Criteria Requirements for OEM's as per Clause 12.2. of Chapter-4.		
7	Complete technical data presentation and particulars of the Equipment/System/ Solution offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc		
8	Declaration regarding Security Considerations & Security Agreement (Clause 15, Chapter- 4 of Tender Document)		
9	Form No. 2 of Chapter-6, System Performance Guarantee.		
10	Form No. 3 of Chapter-6, Affidavit for Credential Verification.		
11	Form No. 4 of Chapter-6, Performa for Manufacturer Authorization Form		
12	Form No. 5 of Chapter-6, Format for Power of Attorney		
13	Form No. 6 of Chapter-6, Long Term Maintenance Support		
14	Form No. 7 of Chapter-6, Nil Deviation Statement		
15	Form No. 8 of Chapter-6, OEM Undertaking on Letter Head		
16	Form No. 9 of Chapter-6, Integrity Pact		
	<b>Document to be uploaded along with Financial Bid/Price Bid Only.</b>		
1	Price Bid for Schedule of Requirements as per Chapter-2		
2	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A of Chapter-2		
3	Bill of Material (BOM) with prices of each module/cards/sub system etc as per note no-II of Chapter-2		

**Note:**

- i. All document needs to be submitted online only. There is no need of submission of Physical documents/Bid.
- ii. Original copy is needed to be submitted by the successful bidder before issuance of LOA.

**END OF TENDER DOCUMENT**

\*\*\*\*\*