

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder (ITB) for “**Design, Development and Maintenance of the RailTel's Website with One Year warranty and Two Year AMC**”

Ref: **GEM Bid No:** GEM/2025/B/6262606

The item/items in this bid should be quoted as per the Scope of Work. This tender document is also available on CPP portal and RailTel website www.railtelindia.com.

TReDS feature available	Yes, RailTel is registered with all four TReDS aggregator's as follows: a). Receivables Exchange of India Limited (RXIL) b). Mynd Solutions (M1xchange) c). TReDS Ltd (Invoicemart) d). C2FO Factoring Solutions Private Limited (C2FO)
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1. Invitation of Bids

RailTel Corporation of India Limited, a Navratna CPSE under Ministry of Railways, intends to receive bids for “Design, Development and Maintenance of the RailTel's Website with One Year warranty and Two Year AMC” which is secure and GIGW 3.0-compliant using latest technology as per broad scope of work given in the tender document and invites online bids from bidders. Bids by Consortium/ JV are not allowed for participation under this tender. The Bid shall be prepared and submitted in accordance with the specifications and requirements as outlined in this document only.

2. Single Packet Bidding

- a) The bidders are required to submit soft copies of their bids electronically on the GEM Portal using valid Digital Signature Certificates.
- b) All these documents shall be digitally signed as per the requirement of GeM portal.
- c) TECHNICAL & FINANCIAL BIDS ARE TO BE SUBMITTED THROUGH ONLINE MODE ONLY failing which the entire Bid shall be summarily rejected.

3. Submission of Bids (ONLINE ONLY)

a) Techno-financial Bid

Technical and Financial Bid has to be submitted in ONLINE MODE ONLY through GeM Portal. The bid shall contain no interlineations, erasures or overwriting except as necessary

to correct errors made by the Bidder, in which case such corrections shall be initialled by the authorized signatory. The Bid shall comprise the following mandatorily:

- i) Technical Bid Form along with all other forms/documents as per the prescribed Proforma (Annexure-IV).
- ii) Documentary evidence as required in Clause 7 “Eligibility Criteria” in support the eligibility requirement.
- iii) The Bidder must digitally sign the original tender document using the authorized Digital Signature Certificate (DSC) on the GeM Portal as an acceptance of the tender terms and conditions. The signed document must be Uploaded along with the tender response. Any other technical details/ data sheets / literature etc. required to be submitted by the Bidder, as contained in the ITB.
- iv) The financial proposal by the bidders shall be in Indian Rupees only with no escalation provision for any reason whatsoever till the completion of the Assignment.
- v) The bidder shall quote a single lumpsum cost along with the applicable tax rate as per the price bid format enclosed as Annexure-V in Indian Rupees only. The cost quoted should be w.r.t. the entire scope of work including Warranty and AMC period as mentioned in Annexure I (Scope of Work) of the ATC document.
- vi) The Selected Bidder shall develop as per the timelines mentioned in Clause-8 and maintain the website for 3 years (Warranty period of 1 year and AMC period of 2 years) as detailed in the scope of work in Annexure-I (Scope of Work).
- vii) The total quoted lump-sum cost (excluding applicable taxes) should be inclusive of all out-of-pocket expenses on account of travel and accommodation, communication, workshops, printing, stationery, etc. No expenses on any other account would be paid by RailTel relating to this work except the total lumpsum cost quoted by Bidder and accepted by RailTel.
- viii) The financial bid should be unconditional.

b) Delivery of Bids

- i) Only one Bid shall be submitted by each Bidder and in case of more than one Bid by a Bidder, all the Bids of that Bidder shall be considered invalid.
- ii) Subcontracting is not allowed except in cases of required audits as per RFP Scope of work. If it is found that work has been subcontracted at any stage, bidder's offer or PO will be terminated and the Performance Bank Guarantee (PBG) will be forfeited.
- iii) RailTel shall have the sole discretion to reject any /or all the bids received or annul the entire bid process any time without assigning any reason, until and unless a letter of award

is issued to the successful bidder (and the same is duly accepted by the counter party) to perform the instant Assignment.

- iv) This Assignment is to be completed in a time bound manner (as intimated by RailTel from time to time for completion of each milestone) from the date of issue of this letter of award and the time may be further extended/ reduced by RailTel.
- v) RailTel shall have the right to terminate this assignment at any time without assigning any reason and in that event payment of fees to the successful bidder shall be made for the work already done at the sole discretion of RailTel. In case of any dispute, the decision of RailTel shall be final and binding.
- vi) **In case of any inconsistency, deficiency or deviation between the terms and conditions contained in this ITB and the terms and conditions under the GeM portal, the terms and conditions of this ITB, to the extent of such inconsistency shall prevail.**

PLEASE NOTE THAT IN CASE BIDS ARE RECEIVED WITH ANY CONDITIONALITY OR IN PHYSICAL FORM AND NOT AS PER AFORESAID TERMS, THE SAME SHALL BE LIABLE FOR REJECTION. RAILTEL RESERVES THE RIGHT TO ACCEPT OR REJECT THE BIDS WITHOUT ASSIGNING ANY REASON THEREOF.

c) Signature on Bids

- i) The Bidder shall complete all the procedures and format of the bid through the GeM portal.
- ii) The bid must clearly state the name and principal place of business of the Bidder and must be digitally signed by the authorized signatory(ies) using a valid Digital Signature Certificate (DSC) as per the requirements of the GeM Portal. The names of all authorized signatories must also be typed or printed below their respective digital signatures
- iii) Bids must be signed by the authorized signatory who shall be the Chairman/ Managing Director, or any other person(s) authorized to bid on behalf of bidder , in compliance with the applicable law.
- iv) Authorization letter in favour of the person signing on behalf of the bidder as per the requirement in Form-1(A) at Annexure-IV shall be furnished with the bid.
- v) The bidder's name stated on the bid shall be the exact legal name of the company/firm.

d) Deadline for Submission of Bids

Bids must be submitted online through the GeM Portal before the due date and time specified in the Tender Notice.

RailTel may, at its discretion, extend this deadline for the submission of bids by amending the ATC, in which case all rights and obligations of RailTel and bidders subjected to the earlier deadline will thereafter be subject to the deadline as extended without there being any change in terms. For any amendments in this bid, the information shall be posted on the GeM portal. No separate intimation/notification will be issued. Bidders are advised to visit the GeM portal on regular basis for any amendments, updates, clarifications, etc.

4. Earnest Money Deposit (EMD):

- 4.1. Earnest Money Deposit (EMD): Rs. 33,000/-** with Payment online through RTGS/internet banking as given below or Surety bond issued by Insurance company as per Annexure-VII.

Account number: 340601010050446

IFSC Code: UBIN0534064

Bank & Branch Name: Union Bank of India, Yusuf Sarai Branch, New Delhi.

Account Holder Name: RailTel Corporation of India Ltd.

- 4.1.1. Eligible Micro and Small enterprise (MSEs) bidders are exempted from EMD amount.
- 4.1.2. Small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry are exempted from depositing Earnest money. These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.
- 4.1.3. Sellers/ Service provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial years are exempted from submission of EMD as per GeM GTC with the bid.
- 4.1.4. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. No exemption is, however, applicable to these units from payment of Security deposit / PBF/ Performance Bank Guarantee.
- 4.1.5. The Bid received without EMD/ documentary proof of exemption of EMD as per above clause will be summarily rejected.
- 4.1.6. Earnest Money of the unsuccessful bidder will be discharged/returned as promptly as possible. No interest shall be payable on the EMD.

- 4.2. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be**

validated by the Buyer) are exempted from submission of EMD as per GeM GTC with the bid.

- 4.3.** RailTel is registered with m1xchange TReDS platform having buyer registration number “BUYER00001496”. The URL for m1xchange platform is <https://m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 4.4.** 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.
- 4.5.** MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, 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 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.
- 4.6.** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage 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.
- 5.** This bid complies with “Public Procurement (preference to make in India) Policy Order,2017 or latest issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012” or latest issued by MoSME.”

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

6. Security deposit /Performance Bank Guarantee:

- 6.1** The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10 % of issued PO/ LOA value or surety bond (from Insurance company as per Annexure-VIII), 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 and AMC period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty 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 Annexure-III. 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. Any Performance security upto a value of Rs.5 Lakhs is to be submitted through online transfer only.
- 6.4** A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in 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.)

- 6.5** 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.
- 6.6** 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. 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. Eligibility Criteria:

Bidder has to meet the following minimum eligibility criteria and provide satisfactory evidence in support, failing which their bid shall be rejected:

S. No.	Requirement	Documents to be provided by the bidder
1	Legal Entity: 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"> • Certificate of Incorporation / Registration or • Memorandum of Association (MoA)
2	The bidder should have positive net-worth in each of last 3 financial years.	CA Certificate with UDIN number
3	<p>Financial Capability: The bidder should have minimum cumulative turnover in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender (i.e. Rs. 24.74 lakhs). The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/ client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. 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>	<ul style="list-style-type: none"> • Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet. • The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.
4	<p>The team provided by the Bidder for the assignment should comprise of identified members with:</p> <ul style="list-style-type: none"> • At least 2 experts who have relevant experience of minimum 3 years in the field of Website Development (as on 31 March 2025). 	Resumes & certification details on bidder's letterhead
5	The bidder must have executed similar work# (as on 31 March 2025) for a Govt. organization/PSU/reputed TELCO etc. during last 03	<ul style="list-style-type: none"> • Completion certificates with Satisfactory working and value of the work completed from

<p>(three) 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 35% of advertised value of the tender (i.e. Rs. 5.77 lakhs), or</p> <p>ii) Two similar work each costing not less than the amount equal to 20% of advertised value of the tender (i.e. Rs. 3.29 lakhs), or</p> <p>iii) Three similar work each costing not less than the amount equal to 15% of advertised value of the tender (i.e. Rs. 2.47 lakhs)</p> <p>#Similar work: Services related to Website development.</p> <p>Note: 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>Note-: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed 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</p>	<p>the User Organizations is required to be submitted.</p> <ul style="list-style-type: none"> • The copy of Purchase Order is required as supporting document. <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.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer).</p>
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	<p>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>	
6	<p>The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/Regulatory Authority of India at the time of submission of this bid.</p>	<p>Self-declaration by Authorized Signatory on its letterhead duly signed and stamped</p>
7	<p>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 statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-II. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid. 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) 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</p>	<p>Notarized Affidavit as per format at Annexure-II.</p>

	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.	
8	The bidder must have following valid certificates: a. Permanent Account Number b. GST Registration Number	Self-attested copies of PAN & GST Registration Number
9	The Bidder should have CMMI level 2 or more certification	Certification copy needs to be submitted (valid on the date of submission of bid)
10	Bidder should have a working office in Delhi NCR area so as to ensure manpower availability at RailTel CO as and when required during the entire duration of the work.	Certified copy of address proof to be submitted

Further Explanation for related assignments /similar work in above eligibility table:

- In case a contract is started prior to 03 (three) years, ending on the date of opening of bid, but completed in last 03 (three) years, ending on the date of opening of bid, the completed work shall be considered for fulfilment of credentials.

Note:

- Tenderers should submit documentary proof in regard to fulfilling the eligibility criteria along with their offer.
- The offers of Tenderers who do not meet the Minimum eligibility criterion as mentioned above shall not be considered.
- The tenderers who fail to submit documentary proof along with their offer will not be considered.
- RailTel Corporation of India Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever. The decision of RailTel in this regard shall be final and binding.
- No Consortium and subcontracting allowed except for auditing and certification purpose.

8. Delivery Timelines & Payment:

In line with detailed scope of work at Annexure-I, the deliverables are Development of RailTel website as per below Sr. No 1 to 7 and further warranty support and AMC. The deliverables shall comprise of the following:

SN.	Deliverables	Timeline (D= Date of issue of LOA/PO)
1	Manpower Deployment - System Requirements Study and Submission of draft Inception Report including Project mobilization Plan, Activity implementation schedule (Planning Phase).	D+ 15 days
2	Finalization of the Specifications (Designing Phase), including technical architecture, and delivering a detailed presentation with demo of home page to the extent feasible.	D+30 days
3	Designing Phase, including at least weekly review and progress of the Design – BETA.	D+50 days
4	Development Phase, including at least weekly review and progress of the developed pages / Functionalities.	D+90 days
5	Final Audit and certification for STQC through STQC empanelled lab, Accessibility certification through empanelled auditor and Safe to host certification.	D+ 119 days
6	Final Roll out (Go – Live) of Website.	D+120 days
7	Training of resources in RailTel along with handover and access to all backend and source code of website.	Within 30 days of Go-live

“Any modifications, alterations, or revisions to the website shall be undertaken by the firm based on the inputs provided by RailTel, prior to obtaining final acceptance from the competent authority”.

a) **Time is of essence of the contract:** Time for and the Implementation/Delivery schedule as specified in tender schedule /offer form is the essence of the Contract. However, extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract with the approval of CA.

b) **Liquidated Damage:** If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or training) within the time frame(s) incorporated in the contract, RailTel shall, without prejudice to other rights and remedies available to RailTel under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance. The upper

limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

8.1. TERMS OF PAYMENT

The Bidder will claim payments from RailTel when due, subject to approval based on work acceptance by the Competent Authority. Payments will be released upon achieving milestones as outlined:

S. No.	Deliverable	Payment Terms (% of lumpsum fee for website development work)
1	After completion of point 1 -5 deliverables	30%
2	After completion of point 6 and 7 deliverable	30%
3	Warranty period of 12 months post Go-live date	10%
4	AMC period – 1st year	15%
5	AMC period – 2nd year	15%

Payment for Warranty/ AMC would be made by RAILTEL after successful completion of Warranty/AMC services of that quarter and on the certificate furnished by RailTel representative at the end of that quarter for satisfactory services during that quarter including any penalty if applicable.

9. 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 statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-II. Non submission of a notarised affidavit by the bidder shall result in summarily rejection of his/their bid. 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) 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 hereunder nor will it affect any rights of the railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) of contract forfeited and agency barred for doing business with RailTel (RCIL).

10. Online Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- i. EMD
- ii. Clause wise compliance of all clauses of GeM Bid and ATC (Information to bidder) documents.
- iii. Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- iv. Proof of document required against Eligibility criteria.
- v. Notarized affidavit on a non-judicial stamp paper as per Annexure-II.
- vi. Duly notarized copy of Attorney in name of authorized signatory as per Clause no. 13 – Annexure-IV, Form 1(A)
- vii. Nil deviation certificate as per Annexure-IV, Form 1(B).
- viii. A certificate on their letterheads as per ITB (Annexure-IV, Form-C and D) shall be submitted by the bidder.
- ix. The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted.
- x. Price Bid as per Annexure-V.

11 Offline submission: The bidder is required to submit the following documents offline to Sr. DGM/IT, RailTel Corporate Office, Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi –110053 within 07 days of opening of tender. The envelope shall bear the tender name and the tender number).

- a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory as per Annexure-IV, Form-1(A).
- b. Format for Affidavit as per Annexure-II on stamp paper of Rs.100/- regarding authenticity of the documents submitted/Information provided in the bid.

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

12. Make in India:

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated

June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content for SOR items shall be 50% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification. Bidder shall be required to give a self-certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made.

In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

13. Power of Attorney:

Power of attorney duly notarized in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender. Power of Attorney issued by the Company (backed by the resolution of "of Directors) in favour of the individual to sign the tender. Original copy is needed to be submitted by the successful bidder as per the clause-10 above.

14. The guidelines and directives issued by Department of Telecommunication, Govt. of India regarding procurement of Telecommunication equipment from trusted sources shall be applicable to this tender. The offered equipment shall be trusted Products".

15. Restrictions under Rule 144(xi) of GFR, 2017:

Any bidder from a country which shares a land border with India will be eligible to bid in this procurement, if the bidder is registered with the competent authority only, as per GoI guidelines. 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 on their letterheads as per Annexure-VI 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

Complete Tender documents duly signed & stamped on each page in token of acceptance should be submitted online.

Note:

- 1) The bidder is required to give acceptance of all the clauses of GeM bid, ATC and RailTel's Bid Specific ATC document.
- 2) Information to Bidder viz. corrigendum/ addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.

- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/2025/B/6262606
- 4) After opening of the technical bid no correspondence/ submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered.
- 5) In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

16. Force Majeure

16.1 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.

16.2 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.

17 Settlement of Disputes and Arbitration

- 17.1 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.

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

17.3 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.

17.4 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.

18 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.

19 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.

19.1 If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.

19.2 If the tenderer fails to perform any other obligation(s) under the contract; and

19.3 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.

19.4 In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

20 Risk & Cost

If the contractor fails to deliver the equipment 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.

21 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.

22. Bid Evaluation

- i) For the purpose of relative ranking of offers, all-inclusive value for entire SOR including warranty period and AMC shall be taken into account.
- ii) 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.
- iii) Bidders are required to submit their Price quotes as per the Price proposal format in GeM. Quoted Prices along with applicable GST percentage should be inclusive of Goods & Service Tax (GST).

23. Notification of Award

Prior to the expiration of the period of bid validity and extended validity period, if any, RailTel will notify the successful Bidder in writing by registered letter or e-mail, that its bid has been accepted. The notification of award and acceptance by the successful Bidder will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of Performance Guarantee pursuant to relevant clauses, RailTel will promptly notify each unsuccessful Bidder and will discharge their Bid Security as per the Bid Documents. If the Performance Guarantee is not received, then the bid of the selected bidder would be declared invalid, and RailTel shall have the right to take any action as may be considered appropriate.

Annexure-I

A. SCOPE OF WORK

I) PROJECT OVERVIEW & OBJECTIVES

1. A vibrant, attractive, and aesthetically appealing and secure RailTel's website with effortless navigation to enhance user experience. The total number of pages will be 100 per website (1 English website and 1 Hindi website). However, more than 50 pages will be created for document uploading purpose. You may visit www.railtel.in (both Hindi and English) for reference The coding should have flexibility of creating new tab/sub tabs in future as well.
2. Creation of a CMS based dynamic website with international standards -display of bilingual information in Hindi and English. Should support Google translator for languages other than English and Hindi. Vendor/ Contractor to provide the language translation content.
3. Rich User Interface. Interactive multimedia-oriented home page design. Multiple banners of inner page.
4. Design of the website as per the guideline of Govt. of India and to make it disable friendly.
5. Compatible with all the browsers like Chrome, Mozilla Firefox, Edge, Safari, Opera etc.
6. Should be a progressive web application. It should be responsive i.e. should support responsive page design compatible to multiple size screens (computer, tablet, mobiles, iPad and any other).
7. Database driven website with CMS (Content Management System) and User Management to manage the requirements of multiple users by Administrator interface.
8. The Website should be free from vulnerabilities. The below reports need to be shared with RailTel team-
DAST report, SAST report, OWASP Top 10 Compliant, SBOM report with no CVE reported.
9. The website should support:
 - a. Should be able to support video content without plugins.
 - b. Should support encryption.
 - c. Should Support industry standard database (RDBMS, MySQL Oracle, PostgreSQL etc.)
 - d. Should Support https etc.
 - e. Should support push notifications.
 - f. Should support HTML5, CSS3, Java Scripts Framework like jQuery etc. and other necessary futuristic frameworks.
 - g. Must be hosted in Linux OS.
10. **Website Analytics:** - There should be a provision to show the reports to monitor the website performance by tracking metrics like visitors, page views, measures unique visitors, top traffic providers, engagement sessions, social web analytics for any particular time period etc.
11. Website to be based on latest technologies as follows:

- a. Hit Analysis
 - b. Dynamic content search
 - c. Watermarks and organic designs
 - d. Cross Browser compatibility
 - e. Search Engine Optimization (SEO)
 - f. Tags (for easy searching)
 - g. Thumb friendly browsing/navigation.
 - h. Multi-Screen/ Multi device adaptability and scalability including smartphones (iOS and Android) and tablets (iOS and Android).
12. The layout and navigation panel position should be distinct and clearly visible to the customers.
 13. The platform should be scalable and hence modular in nature, so that any enhancements in future are easily possible.
 14. The website should be designed as per W3C compliance to ensure that there are no cross-browser issues.
 15. On click, photographs/ images should be displayed as dialog box/ popup window with beautiful CSS on top of the current page.
 16. The website should be Search Engine Friendly to ensure good rankings.
 17. Website should follow W3C guidelines and Guidelines for Indian Government Website (GIGW 3.0). The Website should be evaluated and certified as per GIGW 3.0 under the Website Quality Certification Scheme (WQCS) of STQC Directorate for compliance with extant guidelines to be secure, accessible, and available for Citizens. The cost of getting the certification should be added in the quote.
 18. The portal should support Web 3.0 (any advanced/ latest) based tools such as social media feeds etc.
 19. Integrated Search Functionality: Provision of full text search on the website for all the content. On entering any keyword, the system must be able to search in all links, sub-links and sub sub-links and should provide links where that word is present. On clicking the link, the content should be displayed.
 20. Site Map: From this section, user will be able to see the tree structure of all pages/ sections and subsections of that site. He/ She will be able to navigate from here also.
 21. Write content for the identified pages (approx. 30-35 pages per website: English/Hindi) as per input from RailTel team. Content will be as per the SEO demands and keywords approved from RailTel. Agency to give relevant keywords analysis for adoption.
 22. Developing required graphics/banners which will be completely copyright free and can be used by RailTel in any platform
 23. Design and Development of web site as per the requirements in Hindi and English.
 24. Migration of content from the old website of RAILTEL to new website.
 25. User Acceptance Test (UAT)
 26. Resolve all the vulnerabilities found during security audit before Go-live of the website.
 27. Hosting of Website: will be at RailTel's own MeitY empanelled cloud

28. Optimization of website time to time for better performance
29. Google Map Integration to be enterprise grade with linking to google maps for actual direction.
30. Training on Content Management System to the officials of RailTel. They also needs to be trained in creating new page/tabs/sub tab as and when required and handling the backend system completely.
31. Support and maintenance of the website during the contract period.
32. Refurbishment (presentation layer) of website at appropriate interval or as per need.
33. Annual Maintenance of the website post warranty for a period up to 2 years, extendable upto 2 more years at the same cost as per mutual agreement of between RailTel and the agency.
34. Proper documentation and handover of all source code/codes/data/details nominated RailTel Employee.
35. Audit Trails & Logs
 - a. Event logging should create an accurate record of user activities such as which users accessed which system, and for how long etc.
 - b. The solution should log all types of events, especially those related to security.
36. Agency needs to get the STQC certification & Safe to Host Certification and accessibility certification for the newly developed website. The costing of obtaining the certification will be borne by the agency.
37. **Manpower Deployment** – The agency shall deploy the required manpower, so as to achieve the project deliverables as per timelines envisaged in this ITB. The bidder has to ensure that the deployed manpower is from the same set of resumes submitted along with their bid. The bidder also has to ensure it can't change any manpower before go live phase (except for the cases where RailTel asks for change or cases beyond the control of the bidder).

Apart from above, the bidder has to comply with all the GIGW 3.0 Guidelines and Attributes as issued by Govt. while developing the RailTel's website. If there is contradiction between the scope of work and GIGW 3.0, guidelines, GIGW 3.0 guidelines shall prevail.

Indicative functionalities of the website (but not limited to): -

Website-Components: The proposed website should have two broad components:

(a) Visitor Section

About the Organization

1. **Landing Page:** There would be landing page of the website which should contain links to English Version & Hindi Version. Main menu items to be incorporated as per the existing

RAILTEL website likewise.

- a. **About RAILTEL:** - It should cover RAILTEL Profile, Organizational Structure, BOD details, Mission Statement, Vision Statement, and other sub links etc.
 - b. Services and key projects etc.
 - c. Clients
 - d. Investors
 - e. Career
 - f. Tenders
 - g. CSR
 - h. Vigilance
 - i. RTI, Awards, News, Misc. Etc. Or any other as specified by RailTel at the time of design and implementation
2. **Hindi Content:** The Hindi Content should be in Unicode font (Mangal). The visitors would be able to view the content with ease without any requirement of font download. However, there might be a case wherein browser might not support automatic font configuration, so proper guidelines should be their font configuration for such users.
 3. **Notices and Circulars:** All notices and circulars originating from RAILTEL should be listed here. The notices and circulars should be listed date-wise. All notices and circulars should have a valid date and after date expiry it would be automatically moved to archives section under Notices and Circulars.
 4. **Forms and Downloads:** All forms originating from RAILTEL should be listed under various categories under Forms and downloads sections. The format for all should be PDF file. For each file, a brief description along with size of file should be mentioned. The forms should have a valid date and after expiry of valid date, it should automatically be moved to archives section under Forms and Downloads.

Media Centre:

1. **Press Release:** All press releases from RAILTEL should be listed under this section.
2. **Media Gallery:** Event-wise photographs/videos should be listed under this section. Each photograph/video would have a brief description. All photographs would be listed in thumbnail-15-(small) size and on clicking on the photograph it should be opened in a new window with original size.
3. **News:** News related to RailTel should be displayed here
4. **Interview of Management** – Videos of management interview would be uploaded in this page

Tender :

1. The visitors to the page should be able to view the tenders pertaining to various departments. The tender would be listed category-wise, region wise and date of expiry- wise. If, a corrigendum is issued for the tender then it should be listed below that tender. On expiry of the last date of submission the tender should be moved to the archives section of Tender.

2. Cancelled/assigned tenders should be listed under cancelled/assigned tenders section under Tenders.
3. Comprehensive search facility on different filters such as tender id, tender title, tenders within last 7/15 days, upload date, opening date etc.
4. Provision to upload/create tender details through excel (fetched from e- tendering portal).
5. Add tender details with fields such as tender ref no. tender title, tender fee, EMD, publication date, pre-bid date opening date, submission end date, tender category, tender type etc.
6. Provision to upload tender related documents in different formats such as pdf, zip, excel, rar, word, dwg, jpg/jpeg etc.
7. Tender Management dashboard – shows the graphical (Donut/Pie/Column Charts) representation for tender as per their status such as bid open, awarded, cancelled etc.
8. There should be provision for updating and deleting tenders/s.
9. Each tender document should be identified with a unique tender id. The system should be provisioned to upload corrigenda / clarifications related to tender. These documents should be displayed in such a manner that all documents related to one tender will be accessible from one place.
10. A list of qualified/responsive bidders and details of successful bidders should be available for each tender.
11. Tender management portal should have the facility to upload public documents or any information pertaining to RAILTEL tenders. System should have the facility to access the archived tenders.
12. Migration of existing tenders including other documents to new platform.

Careers:

1. Jobs at RAILTEL:

- a. Visitors to the site should be able to view all vacancies of the RAILTEL. Complete details as to how to apply, where to apply, eligibility criteria and last date of submission should be listed here.
- b. On expiry of the last date of submission the job opening should be moved to archives section.
- c. Migration of existing document needs to be done.

Investor relation:

1. Documents/announcement related to investor relation will be added.
2. The dynamic share price of RailTel in BSE and NSE will be displayed.

Banners and Advertisements:

Facility to promote schemes of different ministries of GOI and programs. They can be displayed prominently on website in the form of banners (image/flash in center of page) and panels (image/flash on left/right side of page).

Complaint, CSR, Enquiry & Feedback:

1. Provision for visitors to be able to post the Feedback/ Enquiry/ Complaint through an online form available on the website. The Feedback/ Enquiry/ Complaint can be a general/ content specific or department/ section specific. All Feedback/ Enquiry/ Complaint shall be re-directed to designated officer's email id.
2. Website should facilitate visitors to submit their CSR requests online and RAILTEL designated officer can handle the received CSR requests via admin panel.

Visualization: As per government of India guidelines for website.

Content Structure:

The website should have level content structure (for both Hindi and English) i.e. there should be main links on the website. Under each main link, there should be sub-links and so-on.

Full Text Search:

Provision of full text search on the website for all the content. On entering any keyword, the system must be able to search in all links, sub-links and sub sub- links and should provide links where that word is present. On clicking the link, the content should be displayed.

Site Map and Website statistics:

1. A hierarchical visual model of the pages on the website to navigate through the website should be created.
2. A detail of the number of visitor hits to analyse the pattern of the visitor behaviour should be made available.

Miscellaneous:

1. Contact details, Directories, Links, Archive, RTI, Publication etc.
2. Social media – Link/ embed plugins of Facebook/ Twitter/ LinkedIn Page, backlinking etc.

(b) Administrator Section: Secure Login

1. The administration section must be protected by username and password and using salted MD5 encryption.
2. At database level passwords should be stored in encrypted format.

3. After 5 consecutive wrong attempts the password should be reset, and the new password would be sent to administrator through email.
4. Two-factor authentication must be provided for admin logins.

User Management

1. User creation and Management for the web portal. User can be of three types that is:
 - a. Super Administrator
 - b. General Operation Administrator
 - c. Department User
2. Super Administrator will create and manage general operation administrator who will manage the requirements as per the authentication. The general operation administrator will create the departmental user to update their status of various tasks on the website.
3. Module wise access rights and authentication for functions such as: Publish, Add, Delete, Edit, View and Archival.
4. Audit logs for the users to be stored for 30 days operation on page wise and after that period the logs will be auto cleared.

Menu Management

1. Creation of menu as global, primary, secondary and sub secondary menu as up to 4th level with the option of edit, view, delete and publish.
2. Creation and management of highlighted menus with banner and to display as menu with hyper link.
3. Positioning and sequencing of menus in the appropriate section i.e. top bar, middle bar, footer, left side, right side in the home page and central panels in the home page.
4. Should be able to create, modify and delete menu items and tabs.

Content Management

1. Information can be managed for the defined menu under Global, Primary, Secondary and Sub Secondary heads with the option of Create, Add, Edit, Delete, Publish/Unpublished View and Archive.
2. System should have the option to enable the features like Subject, Description, Attachment, links to URL and content editor to attach the information as per the requirement.
3. Content Editor should be user friendly with the features as inserting image, presentation, video, uploading video in the YouTube, Links to URL, font, creation of tables, graphs, inserting buttons, different colors and shadings.
4. Shall support content in multiple formats including PDF, DOC, DOCX, TXT, JPEG, JPG,

PPT, XML, EXCEL, XPS etc.

5. Video Format like MP4, FLV etc. should be supported by the portal.

Links:

1. Administrator would be able to add/delete the links pertaining to Hindi/English on the website at any point of time from any location. The control for the same should be so user friendly that a simple data entry operator should be able to update the links.
2. There would be three types of links, File (link to a file i.e. Doc, PDF, JPG etc.), URL (Link to some other website) and Content (Static information in rich text format). The administrator should also be able to set the order in which the links would appear on the website.
3. Page Title: For each link created the administrator would specify the title of page.
 - a. Link Validity: For each link created the admin would specify the date by which the link expires. The default value should never expire.
 - b. Ownership: For each content the administrator should specify the source of the content and owner of the content.
 - c. Meta Data: For each content the administrator should specify the metadata.

Tenders

1. Through this section the department administrator should be able to Add/Delete/Modify/Archive the tenders originating from the concerned department.
2. The administrator should have the option to add corrigendum for the tender and cancel or altogether delete the tender. Tender Evaluation results at various stages of tendering process needs to be displayed.

Feedback, Enquiry & Complaint Management System

1. Feedback, Enquiry, and complaints shall be categorized into 3 types.
 - a. General
 - b. Content Specific
 - c. Department/Section Specific
2. For each category/department there should be an administrator and provision to specify an email-id. The administrator should receive an email upon receipt of feedback/complaint.
3. Administrators should have the option to View, Accept & Reply, print and delete the feedback/complaints as per the requirement. Administrator should be able to send the reply for complaint at his registered email id. System should have the option for the administrator to publish good feedback and the reference details for public view in this page. The system

should be able to display the number of feedback/ complaints received, responded and to be responded to.

Circulars

Through this section the Administrator of the site should be able to Add/Edit/Delete the circular categories on the website & should further be able to Add/Delete/Modify the Circular/News pertaining to that category on the website.

Photo Gallery and Videos

Through this section the Administrator should be able to Add/ update/ delete and manage photo/video with captions under the category with auto compressive size of the photo/video as defined.

Downloads

Administrators should have the option to add/delete/modify the files pertaining to the download section.

News/Events

Administrators should have the option to add news & events to the respective module. Option to give the headings of news, photos, or link to other URL for display of more information to be made available. System should have the option to select the news headline to display in the home page of the web portal for client view.

Banner Management

System should have the features to add and manage banner in the banner container with size as per the requirement.

Content Migration

After development of website, the bidder should migrate the existing content from old website of RAILTEL and place it at required place in new website.

Current Database and website Details:

RailTel Website: <https://www.railtel.in>

Details of frontend, Database and Hosting shall be shared with successful bidder.

Technology

The entire portal should be based on Web 2.0 or above based CMS like Drupal, Joomla etc. and preferably use Open-Source Tools like LAMP, OpenLDAP etc.

Licenses

1. All Software licenses & tools (like Database, application server etc.) required for the development and hosting of the proposed website, shall be arranged by the selected bidder without any additional cost to RAILTEL. However, if the software is open source, then a stable version should be identified and used by the bidder.
2. License for services from other portals and 3rd parties shall be provided by the selected bidder to RAILTEL as a part of the contract, if required for the use of website.

II) Warranty and Annual Maintenance Contract

The vendor is expected to manage and maintain website (English & Hindi). The vendor is required to perform the following activities but not limited to: -

1. Warranty and Annual Maintenance will be provided by the selected bidder as demanded by RailTel, from the date of go live for 3 years (first 1 Year Warranty and next 2 Years AMC).
2. The agency shall provide a dedicated project manager during the period of the contract that should be present for discussions, important meetings and should act as one point contact.
3. Maintenance of Website: - Removal of bugs/ Rectification of errors etc., generation of new pages/reports, if any, for proper functioning of the website, changes on the website that may be necessary due to legal/statutory changes etc. The selected vendor shall monitor & optimize websites for performance (e.g. ensuring sites have enough storage space, are loading quickly etc.) and ensure adherence to the uptime guarantee, backup frequency and success, etc. Maintenance of all pages, including new pages (English & Hindi) should necessarily be developed and maintained in the CMS and static HTML pages are to be avoided.
4. All the new development(s) should be complying to existing standards and should be free from all known vulnerabilities and Bugs.
5. All website updates are time bound. Generally, the vendor must provide website support between Monday to Friday (9.30 AM – 6.00 PM). However, in case of any critical issues with website (Severity 1 issues) or certain statutory & regulatory compliances support may be required post support hrs. /Public holidays as well. Vendor must comply with the request.

6. AMC, mostly is to be provided through off-site. However, in case of urgent requirements the vendor is required to deploy on-site support team during the period of the contract.
7. Patch Management: Application patch management, Patch updates and upgrades must be taken care of by the selected bidder.
8. Website Security & Performance Monitoring: The selected vendor must maintain the integrity of the site against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software and passwords etc.
9. Enhancements/ Module Development: Development of any new modules and/or enhancements pertaining to website will be the responsibility of the vendor. Such requirements will be considered as a Change Request (CR). Development for CR catering to approx. 10 man-days of effort will be required to be carried out by the vendor. In the event of CR to be developed having efforts more than 10 man-days, the same will be agreed mutually.
10. Security Audit: Vendor to assist during Security Audits and resolve all the vulnerabilities found during the Security Audits.

Other Conditions

1. Any other work/ development/ design/ requirement etc. which is not mentioned here in this document but are operationally essential and may arise during the execution of work/ design/ development/ testing/ hosting/ deployment/ maintenance of the website needs to be covered by the selected bidder.
2. The successful bidder is required to provide a turn-key solution, which would include supply of tools / installation / development of the required software, hardware details and other accessories & services thereof, for commissioning of the system (Website related hardware and software).
3. The development & implementation of the website must be accomplished by the team members of the vendor without sub-contracting.
4. The selected bidder should be ready to accommodate changes on the website to fulfill such requirements that may arise during the intervening period between preparation of this document and commissioning of the system within the scope of the project.
5. The system should be scalable and robust to support concurrent users.
6. Provision for suitable auto-backup of the website including data on daily basis. On an annual basis, the vendor shall provide backup of the source code including data to RAILTEL.
7. Maintenance and troubleshooting support during warranty period and through AMC period.
8. The selected bidder should provide a CMS to manage all services of the website.
9. The system should be built up in such a way to keep the 99.9% up time 24*7 of website.
10. The vendor should facilitate the security audit of the system (website) from CERT- in

- empaneled auditor on an annual basis.
11. System should maintain logs for each activity performed by users.
 12. GOI Guidelines on Indian Government Websites, IT ACT 2000, and its amendment, W3C WCAG guidelines on Person with Disability to be followed where applicable.
 13. The website should be free from top-10 vulnerabilities as per Open Web Application Security Project (OWASP).
 14. GOI Policies on Digital India to be followed for Cloud Development.
 15. The vendor shall ensure compliance with guidelines issued by MeitY for development and hosting at MeitY empaneled cloud service provider (CSP).
 16. Ownership of Data / IPR and Its Use: Any intellectual property rights (IPR) and data generated, submitted, or stored in any form within this ecosystem shall belong to RAILTEL.
 17. Any use outside the defined ecosystem for the application shall need prior written approval of RAILTEL. The value of the contract shall cover all costs of design, development, deployment, operations & maintenance, training, and handover.
 - (a) Copy of source code including web services and database to RAILTEL on annual basis.
 - (b) Cyber Security Audit from CERT-in empanelled auditor on annual basis.
 - (c) SLA Report along with incident tracker on monthly basis during the AMC period.

Time frame and Validity of Contract:

1. The duration of the contract will be D+120(Implementation Period +1 Year (warranty))+2 Year AMC. (D=Date of issuance of LOA/PO)
2. Annual Maintenance of the website post warranty is for a period up to 2 years, extendable upto 2 more years at the same cost as per mutual agreement of between RailTel and the agency.

Project Delivery Milestones are defined in the Clause no. 8 of ITB.

Other Deliverables:

Vendor must share the following:

- (a) Detailed Project Plan
- (b) System Requirement Specification (SRS) document containing detailed requirement captured and analysis including functional requirement, interface specifications, application security requirements, hardware requirements, infrastructure required for hosting.
- (c) Design documents based on the requirement for review & sign-off.
- (d) Test Cases, and User Acceptance testing.
- (e) User Manual for RAILTEL users/admins.

- (f) Deployment document with data backup and recovery policy.
- (g) Complete Source Code with required documentation.
- (h) STQC Audit and Safe to host certification.
- (i) Security audit clearance certificate from CERT -in empanelled auditor.
- (j) Accessibility Certification.

Quality and Legal Compliance:

1. The website should comply for Guidelines for Indian Government Websites (GIGW). These Guidelines address the entire lifecycle of a website, web portal/application right from its conceptualization to design, development, maintenance, and management.
http://darpg.gov.in/sites/default/files/Guidelines_for_Government_websites_0_0.pdf
2. In case of use Open-Source Software Government of India notified "Policy on Adoption of Open-Source Software for Government of India" in the Gazette of India on 02.04.2015 for adoption of Open-Source Software in all-Governance systems be followed.
3. Compliance to policies under compendium of policies for Digital India.
4. The system should be compliant with the IT Act 2000 and its amendments.
Compliance to W3C's (World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) for accessibility of website to Person with disabilities.

Testing and Security Audit:

1. The contractor is expected to perform comprehensive testing of the website as part of the project scope.
2. The test plans, test cases and results will be shared by the contractor with RAILTEL.
3. Contractor must facilitate user acceptance testing environment for RAILTEL.
4. Security Audit to be done by Cert-In Empanelled firm as specified in GIGW 3.0.
5. The selected bidder must resolve all the security vulnerabilities found during the security audit.

The agency will be responsible for maintenance, up-dation and security of the website for complete project duration including the AMC period.

Intellectual Property of Website:

1. The Intellectual Property Rights of the Website will rest with RAILTEL.
2. The vendor will provide the source code of the application to RAILTEL at the time of delivery of website.

Service Level Agreement (SLA):

Quality of Service is measured by using some predefined metrics and it varies from service to service. The table below gives some metrics with expected Quality of Service (QoS) values: -

Severity Level:

The following matrix defines the description of the severity levels:

Severity Level	Description of Service Requests/ Calls/ Incidents
1	Critical issues that significantly impact the website's functionality or availability. These issues prevent users from accessing the website or essential features, causing major disruption to business operations. E.g. - Website is completely down or inaccessible, Critical functionality is not working, and Major security breaches or vulnerabilities.
2	Issues that affect non-critical functionality or degrade the performance of the website but do not completely prevent its use. These issues may inconvenience users or reduce efficiency but do not cause major disruptions. E.g. - Certain features or pages are not functioning correctly, Performance issues causing slow page load times, and Minor security vulnerabilities without immediate risk.
3	Minor issues that have a negligible impact on the website's functionality or user experience. These issues do not disrupt normal operations and can be addressed during regular maintenance. E.g. - Cosmetic issues such as minor layout or formatting problems, Typos or non-critical content errors, Enhancement requests or suggestions for future improvements etc.

Service Level Required:

Service level defines the level of service required for an individual Call/ Incident/ Service Request. The following matrix defines the Service Level Agreement that RAILTEL requires:

Severity Level	Maximum Resolution Time (MRT)
Severity 1	4 Hours
Severity 2	10 Hours
Severity 3	24 Hours

For Severity 1, the hour time mentioned are not only for working days but for all days (including weekends and public holiday)

Maximum Resolution Time (MRT): The maximum resolution time shall be defined as the maximum time to resolve the call/ incident/ service request from the time of its reporting.

Metric Name	Formula	Penalty (on running Quarter bill)
Resolution Time	Number of calls closed within the stipulated maximum resolution time / Total number of calls received in the Quarter * 100%	90%-95%: 5% penalty 85%-90%: 7% penalty Less than 85%: 10% Penalty

SLA & Penalty:

S. No	Description of Service Item	Measurement Methodology	Measurement Frequency	Breach Level	Penalty
1	Website Availability: The selected bidder shall ensure that all relevant events are logged, and such logs are made accessible to RAILTEL for review/report in a readable format.	Availability in % = $\{1 - [(Website\ downtime) / (Total\ Time)]\} * 100$ Total time shall be measured on 24*7*365 days. Website downtime shall be measured from the time the website becomes unavailable (due to any reason attributable to the SI) to the end user, to the time it becomes fully available for the user. Planned downtime can be taken at night hours (12:01am-6am) with prior approval.	Monthly	<99.9%	2% of monthly payment with additional 1% for every 1% drop in availability per month
2	Change Requests (if any) (applicable on change requests having efforts <10 man-days)	Change Request Tracker	Monthly	>7 days	2% of Monthly Payment and additional 2% for every further delay of 1 week

3	Security Breach or loss of data	Selected bidder shall ensure that all relevant events are logged, and such logs are made accessible to RAILTEL for review/ report in a readable format.	Monthly	>0	5% of Monthly Payment per instance
4	Uploading document	Selected bidder shall ensure that all documents, as shared by RailTel are uploaded	Monthly	> 1 hour	2% of monthly payment failing to meet the timeline more than 5 times

Note: In case of 10% or more penalty calculation for two consecutive quarters, the performance of bidder will be considered as unsatisfactory and can be terminated. The decision of termination lies with RAILTEL.

Annexure-II

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(On Non Judicial Stamp paper of Rs. 100/-)

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, 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 electronic tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, 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 understand that if the content of the certificates submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD and may also lead to any other action provided in the contract including banning of business for a period upto two years in RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the content of the certificates submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance Guarantee and may lead to any other action provided in the contract including banning of business for a period of upto two years in RailTel.

DEPONENT

VERIFICATION

I/We above named tenderer 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

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.

Annexure -III

Proforma for Performance Bank Guarantee

(On Non Judicial Stamp Paper of Rs. 100/-)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., 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 Agreement No.....dated.....made between.....and.....for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment 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 the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
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).

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

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

Dated the day of,..... 2025

for

(indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

Annexure – IV
FORM-1
TECHNICAL BID

Ref No.....

Date.....

To,

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

Sub.:

Dear Sir,

1. We hereby propose to provide services for “Design, Development and Maintenance of the RailTel’s Website with One year warranty and Two year AMC”.
2. We have understood the instructions, and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.
3. We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the Bid Documents.
4. We confirm that the work will be executed strictly in accordance with the requirement.
5. Our proposal shall remain valid for acceptance for a period of 90 days from the End date of the ‘Technical Bid’ by RailTel.
6. We confirm that the prices quoted by us in the ‘Financial Bid’ are firm and shall not be subject to any variation for the entire period of the contract.
7. We hereby furnish our ‘Technical Bid’ comprising the following as per prescribed formats in Annexure-IV of Bidding Forms.

Annexure – IV

FORM-1(A)

Power of attorney

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

Dear Sir,

Ref.: RFP No. _____

In continuation with the above captioned invitation to Bid, Shri / Ms. _____
(S/o _____ & R/o _____) will act as our authorized representative. We hereby confirm
that any other commitments made by them including prices, technical specifications and
delivery schedules shall be binding on us as if the same have been made by us.

This authority shall remain valid and will not be revoked without your consent.

Any commitment made by the authorized representative before revocation of the authority
shall be binding on us.

Yours faithfully,

For and on behalf of (Name of the bidder) _____

Name _____

Designation _____

Stamp _____

NOTE: The letter of authority should be submitted by the Company Secretary/Director/Any
other competent authority as per applicable law, along with a certified copy of approval by
competent authority for the authorized signatory, as per applicable laws.

Annexure – IV

FORM-1(B)

NIL Deviation Certificate

From:

To,

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

Sub.: “Design, Development and Maintenance of the RailTel’s Website with 1 year warranty and two year AMC”

- 1 With reference to your RFP No. ----- dated ----- for “Design, Development and Maintenance of the RailTel’s Website with 1 year warranty and two year AMC” , we hereby confirm that we have read the provisions of all clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of RFP are acceptable to us and we have not taken any deviation from any clause.
- 2 We further confirm that if any deviation from any clause of ITB is found anywhere in our Bid, then it is implicit that our bid shall stand unconditionally withdrawn, without any cost implication whatsoever to RailTel and the Bid Security may be adjusted as per the provisions of RFP.

Date:

Signature.....

Place:

Full Name.....

Designation.....

Stamp.....

Annexure – IV

FORM – 1 (C)

Details of Similar Assignment

Details of Similar Assignments executed by Firm/Company:

Sr. No.	Client Name & Address	Assignment Name and Date of Appointment	Scope of work (in Brief)	Customer details	Status of assignment (Ongoing/ Completed)	Nature of Assignment*	Remarks
1.							
2.							
3.							

* Nature of Assignment should be as per Technical Evaluation Criteria

I, the undersigned, certify that to the best of my knowledge and belief the above information is true.
I understand that any willful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorized signatory)

Place:

Full Name.....

Designation.....

Stamp

NOTE:

1. Documentary evidence/proof of above information must be enclosed in the form of Letter of Award or Completion certificate, issued by the owner for whom the Bidder has successfully completed the works.
2. The bidder may use additional sheets of similar size and format, if required.

Annexure – IV

FORM – 1 D

Details of the Team (Separate Sheet for each Team Member)

- 1) Name of the Team Member
- 2) Current Designation in the firm
- 3) Proposed position in this assignment
- 4) Nationality
- 5) Education Qualification
- 6) No. of years of consulting experience in the following format: -

Name of Company	Nature of consulting experience*	From Date	To Date	Brief work profile

*Nature of consulting experience should be as per Technical Evaluation Criteria

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes the qualifications, experience and other information of key personnel to be associated with the assignment/study. I understand that any willful misstatement described therein may lead to disqualification of the firm.

Date:

Signature.....

(Authorised signatory)

Place:

Full Name.....

Designation.....

Stamp.....

NOTE:

- (1) Bidder needs to enclose C.V. of each identified team member mentioned above.
- (2) The bidder may use additional sheets of similar size and format, if required.

Annexure –V
FORM-II
FINANCIAL BID

Ref No.....

Date.....

To,

RailTel Corporation of Corporation Ltd.,

Plate-A, 6th Floor, Office Tower-2,

NBCC Building, East Kidwai Nagar,

New Delhi-110023

Sub.: Design, Development and Maintenance of the RailTel's Website with One year warranty and Two year AMC Support.

Dear Sir,

1. We hereby propose to provide services for “Design, Development and Maintenance of the RailTel's Website with One year warranty and Two year AMC Support”.

Below is the financial bid being submitted for executing the entire work on turnkey basis:

S N	Description	Uo M	Qty	Unit Price (in Rs.)	Tax (in Rs.)	Unit Price with Tax (in Rs.)	Total price inc. tax (in Rs.)
			(a)	(b)	(c= b*GST %)	(d= b+c)	(e=a*d)
1	Design, Development and Maintenance of the RailTel's Website as per GIGW 3.0 compliance for period of 3 years which includes One Year warranty and Two Year AMC	Lot	1				

support including STQC Audit and Cert-In Security Audit.						
--	--	--	--	--	--	--

We confirm that the prices quoted by us in the 'Financial Bid' are firm and shall not be subject to any variation for the entire period of the contract.

Date:

Signature.....

(Authorised signatory)

Place:

Full

Name.....

Designation.....

Stamp.....

Annexure-VI

Land Border Declaration

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if

from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Annexure-VII

Surety Bond for BID Security (EMD)

B.G. No.....

Dated:.....

1. In consideration of you, **, (hereinafter referred to as the "RCIL", which expression shall, unless it be repugnant to the subject or context thereof, include its, successors and assigns) having agreed to receive the BID of (a company registered under Companies Act, 1956/2013) and having its registered office at New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall, unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors and assigns), for the** ** Project on (Hereinafter referred to as "the Project") pursuant to the RFP Document dated. Issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer") having our registered office at and one of its branches at (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2:20 of the RFP Document, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the "RCIL" an amount of Rs. ** ** (Rs. ** **only) (hereinafter referred to as the "Surety Bond")) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the "RCIL" stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents, shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the "RCIL" is disputed by the Bidder or not, merely on the first

demand from the “RCIL” stating that the amount claimed is due to the “RCIL” by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. **
** (Rupees** only).

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date Inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the RCIL and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the RCIL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the RCIL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the RCIL shall be entitled to treat the Surety Insurer as the principal debtor. The RCIL shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time or from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from

enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the RCIL, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the RCIL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the RCIL or any indulgence by the RCIL to the said Bidder or by any change in the constitution of the RCIL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by certified e-mail to the Surety Insurer at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name Surety Insurer along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the RCIL to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the RCIL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency period except with the previous express consent of the RCIL in writing.
12. The Surety Insurer has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. *** crore (Rupees *** *** crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the RCIL serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)

14. This Surety Bond shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this day of, 20.....at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:

(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

- i. The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- ii. The address, telephone number and other details of the head office of the Surety Insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Annexure-VIII

Insurance Surety Bond for Performance Security (PBG)

RailTel Corporation Of India Limited,

(Address)

Date:.....

Name of the issuer of surety bond:

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

WHEREAS,

(A) (name & Address of the contractor) (herein after called the contractor) and (name and address of RCIL) have entered into an agreement (herein after called the “ agreement”) for the -----

- (name of the work) subject to and in accordance with the provision of the agreement.

(B) The agreement requires the contractor to furnish Performance Security for the due and faithful performance of its obligations, under and in accordance with the agreement /contract/purchase order, during the (project duration/warranty period/AMC period) (as defined in the contract /agreement) in as sum of Rs.-----/ (figures)only (Rupees only (words)).(the surety Bond amount).

(C) We----- through our branch at ----- (surety Insurer) have agreed to furnish the guarantee(herein after called the surety Bond) by way of Performance Guarantee.

SB No: Date:

WHEREAS, we , (Name of Surety Insurer/insurance company) hereinafter called the Surety, acting

through [Designation(s) of the authorized person of the Surety), have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the RCIL the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety Insurer undertakes to immediately pay on presentation of demand by the RCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RCIL on the Surety Insurer shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder.
3. On payment of any amount less than aforementioned full amount, as per demand of the RCIL, the Surety Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the RCIL.
4. The Surety Insurer shall pay the amount as demanded immediately on presentation of the demand by RCIL without any reference to the contractor and without the RCIL being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Surety Bond hereinbefore shall not be affected by any change in the constitution of the Surety Insurer or in the constitution of the Contractor.
7. The Surety Insurer agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the RCIL and the Contractor, will in any way release us from the liability under this Bond; and the Surety Insurer, hereby, waives any requirement for notice of any such change, addition or modification to the Surety Bond.

8. This Surety Bond is valid and effective from the date of its issue, which is [insert date of issue). The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety Insurer agrees that the RCIL right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the RCIL or the surety Bond is released by RCIL before the Expiry date.

10. The Surety Insurer agrees that its obligation to pay any amount demanded by the RCIL before the expiry of this Suret Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety Insurer and RCIL hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety Insurer hereby undertakes not to revoke the Surety Bond during its currency, except with the previous consent in writing of the RCIL. This Surety Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the RCIL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RCIL and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Surety Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the RCIL available with the RCIL. The Surety Insurer, under this Bond, shall be deemed as Principal Debtor of the RCIL.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).

b. This Surety Bond shall be valid up to XXXX (being the date of expiry);

c. Unless the Surety Insurer/insurance Company is served a written claim or demand on or before XXXX [date of expiry) all rights under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Surety bond is returned to the Surety Insurer.

Dated the day of 2025

15. The Insurance Surety Bond shall be verified by sending mail to [email id of Surety Insurer]

Place..... Surety Insurer's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.).....

[P/Attorney] No.

Witness

1.

2.

Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.)

*******END OF TENDER DOCUMENT*******