



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

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

OPEN TENDER DOCUMENT

FOR

**Tender document for “Supply, Installation, Testing, Commissioning, and Upgradation of Cisco
ACI Infrastructure at RailTel's DC and DR”**

E-निविदा संख्या: RAILTEL/TENDER/OT/CO/ITP/2025-26/DC – DR Infra/015

OPEN E-TENDER NO. RAILTEL/TENDER/OT/CO/ITP/2025-26/DC – DR Infra/015

(Single Packet System)



RailTel Corporation of India Ltd.

Plate-A, 6th Floor, Office Tower-2,
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Open E-Tender Notice No.: RAILTEL/TENDER/OT/CO/ITP/2025-26/DC – DR Infra/015
dtd. 30.07.2025

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in One Packet System for “**Supply, Installation, Testing, Commissioning, and Upgradation of Cisco ACI Infrastructure at RailTel's DC and DR**”.

a)	Opening date of Tender downloading	30.07.2025
b)	Last date for submission of bids	21.08.2025 up to 15:00 Hrs. (Online)
c)	Opening of bids	21.08.2025 at 15:30 Hrs. (Online)
d)	Estimated Cost of Tender	Rs. 10.75 Cr. inc. taxes including AMC.
e)	Earnest Money (EMD)#	Rs. 20,00,000/- is to be made in favor of RailTel Corporation of India Ltd. online through e-Nivida Portal/Surety bond issued by Insurance company as per form no. 12.

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

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

GM/Project

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CHAPTER-1
OFFER LETTER

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

Ref: RailTel/Tender/OT/CO/_____
Date:_____

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **90 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment/system/solution at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **180 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. _____ (____ amount in words____) herewith submitted as “**EMD**”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

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

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

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

CHAPTER- 2

SCHEDULE OF REQUIREMENT

SOR	ITEM DESCRIPTION	UOM	QTY	Basic Unit Rate	Total Amount without GST (INR)	GST %	GST Amount (INR)	Total Amount with GST (INR)
		A	B	C	D=B*C	E	F=D*E	G=D+F
A	Supply and I&C Items							
1	Tech Refresh / Upgradation of the existing ACI infrastructure at DC and DR (Total 4 Leaf and 4 Spine Switches) with 3 Years of warranty and support as per Technical Requirement given in Chapter-3A	Lot	1					
2	APIC Cluster L-4 and accessories for installation as per Technical Requirement given in Chapter-3A	Nos	1					
3	Spine Switch 64 Ports and accessories for installation as per Technical Requirement given in Chapter-3A	Nos	4					
	Sub Total (in Rs.): A							
B	Services Items							
1	OEM Professional Services for the Complete revamp of RailTel's ACI Architecture including implementation of micro-segmentation and Deployment of New ACI Pod at DC and DR as per Technical Requirement given in Chapter-3A	Lot	1					
	Sub Total (in Rs.): B							
C	Annual Maintenance Charges (AMC)							
1	Annual Maintenance Charges (AMC) after warranty period of Supply Items (A) as per Tender Document.	Years	2					
	Sub Total (in Rs.): C							
	Grand Total (in Rs.): A+B+C							

Note:	
I.	<p>a) Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with tax break-up as per Performa attached as Annexure-A). The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5).</p> <p>b) It shall be the responsibility of Tenderer to transport the equipment/system/solution to site for Installation & Commissioning.</p>
II.	Detailed BOM of each SOR item supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM.
III.	The Tenderer/bidder shall attach Priced BOM for Unit Rate Analysis of Schedule of Requirements (cost of sub-items, if any.) in their Price Bid. The quoted Unit Rates should correspond to the referred unit Rate.
IV.	Tenderer/bidder must also furnish the unit rate of all the supply of item mentioned in the SOR. These will also form part of the Rate Contract for procurement of items as when required.
V.	Tenderer/bidder has to quote for all SOR, and evaluation will be done on totality (Supply Items, Services Items and AMC).
VI.	<p>The tenderer will be fully responsible for Supply of SOR Items and all related items for their installation and commissioning including the following:</p> <p>a) Integration with existing DC infrastructure as required by RailTel.</p> <p>b) Spares required for Commissioning during warranty.</p> <p>c) All necessary cables and connectors and other accessories required for installation.</p>
VII.	Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM for this tender.
VIII.	Tenderer/Bidder shall submit the OEM vetted Technical Specifications.
IX.	<p>Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.</p> <p>Work is not divisible, and complete work will be awarded to selected bidder. Purchase preference will be given to Class-I local supplier as per extend government guidelines. The bidder claiming the benefit for the same must submit all the requisite documents as specified in latest government of India guidelines.</p>
X.	Installation, Testing & Commissioning and training will be responsibility of Tenderer.
XI.	Tenderer/Bidder needs to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
XII.	The Tenderer/Bidder shall make available the offered products during technical evaluation for testing and benchmarking to RailTel at any testing facility approved by RailTel, if required. Tenderer shall provide all the required SOR item(s) and accessories for the above testing at their testing facility or RailTel's site. Tenderer shall bear all the cost of the above testing. The decision of RailTel shall be final and binding in this regard.
XIII.	The bidder shall mention any subscription item from SOR-A in their offer, if applicable. The AMC cost for the same should be quoted accordingly.
XIV.	The bidder shall provide maintenance support from the respective OEM(s) for 2 years after the successful completion of the warranty obligations. The AMC cost for all two years (1 st and 2 nd year after warranty) shall be considered for evaluation purposes.

Annexure-A

Tax Breakup for SOR

SOR	De scri ption	Tot al Qt y	Basic Unit Price (exclus ive of all levies and charges)	Pkg & Forwardin g Charges		Freight & Insurance Charges		CGST/ SGST/ IGST/ UTGST etc.		Price Per Unit (all inclusive) for delivery at destination (4+6+8+10)	
				%	Amt	%	Amt	%	Amt	Amt (In Rs.)	In wo rd
1	2	3	4	5	6	7	8	9	10	11	12
Supply Item and I&C											
Services Items											
AMC of Supply Items											

CHAPTER-3-A

Scope of Work & Technical Requirement

1. Project Background:

RailTel Data Centers offer a comprehensive range of services, including Cloud Hosting, VPN, Email, Disaster Recovery, DDoS Protection, Backup, and Security. These services are delivered through Tier-III certified Data Centers located in Gurgaon and Secunderabad, both empaneled by MeitY as approved Cloud Service Providers.

At RailTel's Data Centers in **Gurgaon** and **Secunderabad**, Cisco ACI infrastructure has been deployed using a Leaf-Spine architecture. Over time, additional Leaf switches were integrated to support customer requirements. To further expand capacity and enhance security through micro-segmentation, the existing ACI infrastructure now requires upgradation.

Under this tender, RailTel intends to upgrade the existing Cisco ACI infrastructure of RailTel's DC & DR, which includes the following:

- a) Tech refresh/upgradation of the existing Cisco ACI infrastructure at both DC and DR sites
- b) Supply, installation, testing, commissioning, and integration of **APIC Cluster L4**
- c) Supply, installation, testing, commissioning, and integration of **64-port Spine Switches**
- d) OEM professional services for the complete revamp of RailTel's Cisco ACI architecture, including the implementation of **micro-segmentation** and deployment of a **new ACI Pod** at both DC and DR sites.

2. Design Considerations:

- (i) RailTel shall provide primary and backup network connectivity between the Data Center (DC) and the Disaster Recovery (DR) site.
- (ii) RailTel shall also provide rack space and power supply up to the appliance/equipment/system delivered as per the tender requirements.
- (iii) The bidder shall be responsible for providing all passive materials such as cables, ties, cable managers, tagging/labelling, etc., and must carry out the work in accordance with Data Center standards applicable to the supplied products. For cabling work, brands such as CommScope, Belden, R&M, or equivalent shall be used.
- (iv) All ports, capacities, and power supplies required shall be provisioned from Day 1. The bidder shall also supply the necessary SFP modules and power modules for the proposed products from Day 1.
- (v) The bidder shall provide a warranty for a period of three (3) years as part of the scope of this tender. The bidder must also submit an OEM undertaking confirming that warranty/support for the supplied components will be provided for the entire duration. A back-to-back warranty/support arrangement with the respective OEM(s) must be in place to ensure smooth operations during the contract period.
- (vi) All necessary arrangements and coordination with the OEM(s) shall be the sole responsibility of the bidder.

- (vii) OEM (M/s Cisco) will be responsible for complete revamp of ACI infrastructure deployed in both the Data Centres.

3. Scope of Work:

In this tender, RailTel Corporation of India Ltd. (hereinafter referred to as “RailTel”) intends to revamp the ACI infrastructure deployed in both the Data Centres by procuring and implementing APIC Cluster L-4, Spine Switch 64 Ports, Tech Refresh/ Upgradation of the existing ACI infrastructure at DC and DR and OEM Professional Services for the complete revamp of RailTel's ACI Architecture including implementation of micro segmentation and deployment of New ACI Pod at DC and DR. The scope includes supply, installation, and commissioning of supplied items including design, deployment, migration, upgradation and integration.

The bidder to ensure proper documentation and training for the supplied items, which atleast includes:

- Complete documentation: HLD, LLD, Implementation plan, Test plan, SOPs.
- User and admin manuals for each deployed component.
- Training for RailTel DC staff on deployed infrastructure and services.

The bidder to ensure that Supply and Services items as mentioned in Schedule of Requirement (SOR), Chapter-2, are in compliance with Technical Specifications mentioned in Para 5 below.

4. Objective:

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

- i. The bidder has to provide a APIC Cluster L-4, Spine Switch 64 Ports, Tech Refresh/ Upgradation of the existing ACI infrastructure at DC and DR and OEM Professional Services for the complete revamp of RailTel's ACI Architecture including implementation of micro segmentation and deployment of New ACI Pod at DC and DR as required in tender document. Configuration and implementation related inputs of DC /DR infrastructure shall be shared with the selected bidder.
- ii. All the mentioned tools and solutions will integrate with the required system and applications to manage the required system integration services of the infrastructure as desired.
- iii. All supplied items must be equipped with dual power source from day-1.

5. Description of Technical Requirement:

5.1 SOR-A (1) (Tech Refresh/ Upgradation of the existing ACI infrastructure at DC and DR):

The bidder will be required to provide tech refresh/upgradation of the following leaf and spine switches already deployed at both Data Centers.

Product Number	Product Description	Serial Number	Qty
N9K-C9364C	Nexus 9K ACI & NX-OS Spine, 64p 40/100G QSFP28	FDO23241CTL	1

N9K-C9364C	Nexus 9K ACI & NX-OS Spine, 64p 40/100G QSFP28	FDO23241C1K	1
N9K-C9364C	Nexus 9K ACI & NX-OS Spine, 64p 40/100G QSFP28	FDO23230QD2	1
N9K-C9364C	Nexus 9K ACI & NX-OS Spine, 64p 40/100G QSFP28	FDO23241CT6	1
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G,MACsec	FDO23210JFG	1
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G,MACsec	FDO232206YZ	1
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G,MACsec	FDO232204HE	1
N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G,MACsec	FDO232206YX	1

Bidder to ensure the 3 Year Warranty of above Items.

5.2 SOR-A (2) (APIC Cluster L-4):

SN	Type	Technical Specification	Compliance (Yes/No)
1	General	Proposed fabric must be using Spine, Leaf switches with VXLAN overlay and there should not be any port limitation for adding new leaves.	
2	General	Fabric should have following functionalities to be achieved:	
3	General	Flexibility: Should allow workload mobility anywhere in the DC, across the Data Centre sites	
4	General	Resiliency: The proposed fabric should be able to sustain multiple link and device (Leaf & Spine), Controller failures	
5	General	Performance: The proposed fabric should be able to use full cross- sectional bandwidth (any-to-any) across all provisioned uplink ports using equal cost multi-pathing.	
6	General	All relevant licenses for all the features and scale should be quoted along with switch and all these licenses and features should be available from Day 1.	
7	General	The fabric architecture must be based on hardware VXLAN overlays to provide logical topologies that are abstracted from the physical infrastructure with no performance degradation. Fabric must support VXLAN Switching/Bridging and VXLAN Routing.	
8	General	Solution must support Role Based Access Control in order to support Multi – Tenant/ user environment changed Solution must support Role Based Access	

SN	Type	Technical Specification	Compliance (Yes/No)
		Control in order to support Multi – Tenant with respect to User environment.	
9	General	Fabric must integrate with different Hypervisor Managers viz. VMware vCenter, Microsoft Hyper-V with System Center, Kubernetes, Nutanix Acropolis, Red hat Open shift and manage virtualize networking.	
10	General	Fabric must be capable of inserting physical and virtual L4 - L7 (FW, LB,IPS) services dynamically between multiple segment using policy-based traffic redirect.	
11	General	Fabric must act as single distributed layer 2 switch, Layer 3 router and Stateless distributed firewall.	
12	Hardware and Interface Requirement	Leaf switches to Spine connectivity should be through uplink port using line rate 100G only	
13	Hardware and Interface Requirement	All switches including Spine and leafs should be of line rate including access ports and uplink ports. All the interfaces should be non-blocking.	
14	Hardware and Interface Requirement	Fabric should support scale up and scale out without any service disruption.	
15	Hardware and Interface Requirement	Solution must support a minimum 500 tenants without any additional component upgrade or design change.	
16	Security	Fabric must have zero trust policy model for directly connected systems or hosts in order to protect against any kind of attacks like Unauthorized Access, Man - in - the - middle – attack, Replay Attack, Denial of Service and to protect against Data exfiltration	
17	Security	Fabric must provide RBAC policies and support AAA using Local User authentication, External RADIUS, External TACACS+, External LDAP and External AD	
18	Security	Fabric /SDN controller should support micro-segmentation rules and policies for workloads connected to DC fabric for east-west traffic. It must also support micro-segmentation based on VM attributes like hostname, OS, VM Tags, FQDN, Microsoft AD based classification.	
19	Security	Fabric must support Micro Segmentation for the Virtualized and Non - Virtualized environment (Bare metal and Container).	
20	Security	Multi DC fabric solution should provide encryption between sites using 256-bits AES	

SN	Type	Technical Specification	Compliance (Yes/No)
21	Management	Fabric must Auto discover all the Spine and Leaf switches and auto provision them based on the Fabric policy using Centralised Management appliance or SDN Controller.	
22	Management	Centralized management appliance or SDN Controller should not participate in Data plane and control plane traffic path of the solution.	
23	Management	Centralized management appliance or SDN Controller must communicate to south bound devices using open standard protocols i.e. OPFLEX/ OPENFLOW/ OVSDB etc. or using Device APIs or Netconf.	
24	Management	centralized management appliance or SDN Controller must run in “N + 1” redundancy to provide availability as well as to function during a split-brain scenario.	
25	Management	In the event of failure of all Centralized management appliances or SDN Controllers, the solution must function with the current configuration and without any performance degradation.	
26	Management	Centralized management appliance or SDN Controller must provide real-time device inventory and network topology of the solution.	
27	Management	All the infrastructure including hardware and licenses required by solution controllers to support the listed features and scale, should be provided by the bidder.	
28	Management	Bidder shall provide required server Hardware & Software to run the solution in HA within a site i.e in DC and DR.	
29	Warranty & Support	All relevant licenses for all the above features asked in the RFP must be available from Day1 and all required features/functionalities must be implemented through OEM professional service.	
30	Warranty & Support	Comprehensive onsite OEM warranty and support for 3 years with Next business Day (NBD) resolution.	

5.3 SOR-A (3) (Spine Switch 64 Ports):

SN	Type	Technical Specification	Compliance (Yes/No)
1	General	The Switch should support non-blocking architecture, wire speed line rate performance	
2	General	The switch quoted should be part of latest Gartner's Leader Quadrant for Data Center networking. All the switches should be from same OEM	

SN	Type	Technical Specification	Compliance (Yes/No)
3	Hardware and Interface Requirement	Switch should have the minimum following interfaces: 64x 100G ports. Switch should be fully populated using multimode 100G Transceivers, for uplink connectivity. It should also support 4x400G natively without any additional hardware.	
4	Hardware and Interface Requirement	Switch should have console port	
5	Hardware and Interface Requirement	Switch should have management interface for Out of Band Management	
6	Hardware and Interface Requirement	Switch should have a minimum 40 MB buffer of more.	
7	Performance Requirement	Switch should support minimum 1000 VRF/VNI instances with route leaking functionality	
8	Performance Requirement	The switch should support hardware based load balancing at wire speed using LACP and multi chassis ether channel/ LAG ether channel/ LAG	
9	Performance Requirement	Switch should support minimum 12 Tbps of non blocking Switching bandwidth	
10	Virtualization Features	Switch should support Network Virtualisation using Virtual Over Lay Network using VXLAN /NVGRE	
11	Virtualization Features	Switch should support VXLAN and EVPN for supporting Spine - Leaf architecture to optimise the east - west traffic flow inside the data center	
12	Virtualization Features	Switch should support Open Flow/Open Day light/Open Stack controller	
13	Virtualization Features	Switch should support multi OEM hypervisor environment.	
14	Virtualization Features	The proposed solution must be able to analyze real time data about the network which includes any metadata, configurations, policies, device states or protocol states and then run automated checks to identify potential errors, misconfigurations and network misbehaviors.	
15	Virtualization Features	The proposed solution must be able to verify configurations before been committed to be adherent to configuration best practices and if any check/verification failure occurs then system must notify it to the admin via a suitable mechanism	
16	Layer2 Features	Switch should support VLAN Trunking (802.1q) and should support 3000 VLAN	
17	Layer2 Features	Switch should support minimum 256K no. of MAC addresses	

SN	Type	Technical Specification	Compliance (Yes/No)
18	Layer2 Features	Switch should support 8 Nos. of link or more per Port channel (using LACP) and support 16 port channels or more per switch	
19	Layer3 Features	Switch should support static routing, OSPFv2, OSPFv3, ISIS, BGPv4, MP-BGP, EVPN	
20	Layer3 Features	Switch should provide multicast routing like PIM, MSDP	
21	Layer3 Features	Switch should support IPv4 Routes: 400K	
22	Layer3 Features	Switch should support IPv6 Routes: 400K	
23	Layer3 Features	Switch should support IPv4 Multicast Routes : 32K	
24	Availability	Switch should have power supply redundancy and multiple FAN modules.	
25	Availability	Switch should provide gateway level of redundancy in IPv4 and IPv6 using HSRP/VRRP	
26	Availability	Switch should support for BFD For Fast Failure Detection	
27	Quality of Service	Switch system should support 802.1P classification	
28	Security	Switch should support control plane i.e. processor and memory protection from unnecessary or DoS traffic by control plane protection policy	
29	Security	Switch should support for external database for AAA using: TACACS+ and RADIUS	
30	Manageability	Switch should support for sending logs to multiple centralised syslog server for monitoring and audit trail	
31	Manageability	Switch should provide remote login for administration using: Telnet, SSHv2	
32	Manageability	Switch should support for basic administrative tools like PING, TRACEROUTE	
33	Manageability	Switch should support central time server synchronisation using Network Time Protocol NTP v4	
34	Manageability	Switch should provide different privilege for login in to the system for monitoring and management	
35	Manageability	Switch and optics should be from the same OEM	
36	Manageability	The Switch platform should support all features in IPv6 from Day1	
37	Manageability	Spine should support deployment of Multi-pod/Multi-site architecture with existing Spine-Leaf fabric and controller. If any integration issue of the Spine switches in the existing controller and Spine -Leaf architecture, bidder to propose separate Spine switches and SDN controller separately.	

SN	Type	Technical Specification	Compliance (Yes/No)
38	Warranty & Support	All relevant licenses for all the above features asked in the RFP must be available from Day1 and all required features/functionalities must be implemented through OEM professional service.	
39	Warranty & Support	Comprehensive onsite OEM warranty and support for 3 years with Next business Day (NBD) resolution.	

5.5 SOR-B (1) (OEM Professional Services for the complete revamp of RailTel's ACI Architecture including implementation of micro segmentation and deployment of New ACI Pod at DC and DR)

The selected bidder will be fully accountable for the end-to-end design, deployment, operationalization, and comprehensive revamp of RailTel's ACI (Application Centric Infrastructure) architecture by OEM's professional services team. This includes the seamless migration to the newly provisioned ACI Pod. The scope of work further encompasses the implementation of micro-segmentation across all cloud platforms, along with the deployment of new ACI Pods at both the Data Centre (DC) and Disaster Recovery (DR) sites. The selected bidder shall also be responsible for the installation and commissioning of the APIC Cluster L4 (located at the Gurgaon Data Centre) and the Leaf Switches at both Data Centre sites. This will be integral to establishing a new ACI Pod and ensuring its seamless integration with the existing and upgraded infrastructure. All implementation activities shall be exclusively carried out by the OEM's professional services team.

The key deliverables under this engagement are outlined below:

SN	Deliverables	Detailed Description
1	Assessment (Gap Analysis, Architecture Review, Configuration, and Security)	Comprehensive review of the current ACI fabric architecture, existing configurations, security posture, and operational workflows. Identify gaps against best practices and customer requirements. Provide detailed assessment reports covering architecture, design flaws, security loopholes, and performance issues.
2	Remediation and Optimization	Execution of corrective measures to address the gaps identified in the assessment. This includes configuration fixes, firmware updates, resource optimization, improving policy design, enhancing security, and performance tuning for the existing fabric. Any mitigation should not lead to any unplanned downtime.
3	Re-design of the Existing Fabric	Develop an optimized and scalable architecture that addresses current limitations. Design should support future expansion, enhanced security, multi-tenancy, multisite and micro-segmentation. Detailed HLD (High-Level Design) and LLD (Low-Level Design) documents to be prepared.

SN	Deliverables	Detailed Description
4	Implementation of New ACI POD at Each DC and DR	Design, deploy, and configure new ACI Pods in the existing Data Centres (DC) and Disaster Recovery (DR) sites. Ensure seamless integration with the current fabric and establish inter-Pod communication. Conduct initial setup, hardware/software installation, and fabric discovery.
5	Migration from Existing SDN Controller to New SDN Controllers	Plan and execute migration from the current SDN controllers to the new controller environment with minimal planned downtime. This includes backup of existing configurations, validation of new controllers, and phased cut-over with rollback provisions.
6	ND Cluster Implementation with NDI	Deploy Nexus Dashboard (ND) Cluster with Nexus Dashboard Insights (NDI) integration for newly and existing setups to complete coverage.
7	Application Migration with Micro-segmentation	All application workloads running on existing ACI will be migrated into the micro-segmented environment. Detailed planning to ensure minimal service disruption. Implement application-centric security policies and validate traffic flow within micro-segments.
8	L3Out Route Audit & implementation	Perform a comprehensive audit of Layer 3 Out (L3Out) configurations including external route advertisements, peering, security, and high-availability configurations. Validate route-leakage prevention and path optimization. Extending L3out over MPLS ISP network using BGP EVPN VXLAN that will help to achieve DC & DR failover.
9	VRF Segmentation Compliance Review & optimization	Review the Virtual Routing and Forwarding (VRF) instances for proper segmentation as per organizational policies. Check for unauthorized cross-VRF communication and ensure compliance with isolation standards.
10	EPG Security Policy Review & implementation	Detailed review of Endpoint Group (EPG) security policies, contract enforcement, and traffic filters. Validate & implement that policies align with security best practices and intended application communication patterns.
11	Multi-Tenant Isolation Audit & implementation	Audit of the multi-tenant architecture to ensure strict isolation between tenants. Review tenant-level resources, contract permissions, and shared services configurations to ensure security and compliance.
12	ACI-Firewall Rule implementation & Validation	Validate that the firewall rules enforced within the ACI fabric correctly map to the security policies and application requirements. Ensure no redundant, conflicting, or open-ended firewall rules exist. Application of advanced security features like Policy-Based Redirects for service chaining.
13	Micro-segmentation Readiness and implementation across cloud platforms	Assess the readiness of the environment for full-scale micro-segmentation across cloud platforms deployed in RailTel Both Data centres. consistency of security policies across platforms wherever applicable.

SN	Deliverables	Detailed Description
14	Implementation Plan Creation	Prepare a detailed step-by-step implementation plan covering design validation, hardware installation, software upgrades, integration checkpoints, and rollback procedures. Define timelines, responsibilities, and risk mitigation strategies.
15	Testing – Network Ready for Use (NRFU)	Conduct comprehensive functional, security, and performance testing of the deployed infrastructure. Validate the stability, redundancy, failover scenarios, and integration with upstream/downstream systems. Document NRFU test results.
16	Migration Plan Creation	Develop a detailed migration plan outlining the sequencing, application impact analysis, resource requirements, and contingency strategies for moving workloads to the new fabric. Include communication templates and validation checklists.
17	Migration Execution	Execute the migration in alignment with the migration plan. Coordinate with application teams, monitor traffic cut-over, validate policy enforcement post-migration, and ensure smooth handover to operations.

The OEM shall bear full responsibility for achieving the end objectives of the project and shall ensure that all implementation, configuration, and related activities are performed exclusively by the OEM's professional team and conducted entirely on-site. The OEM is required to provide detailed as-built documentation upon completion. Additionally, the OEM must ensure a comprehensive transfer of operational knowledge to the RailTel team, delivered by OEM-certified trainers, with a focus on operational handover aligned with the new deployments. **This shall include extensive hands-on training totalling 10 man-weeks with professional level relevant certificate for at least 10 employees of RailTel, covering the complete ACI infrastructure—including Nexus Dashboard, multi-site deployment, and related components etc.**

Following the selection of the successful bidder, multiple workshops will be conducted to finalize the detailed scope, as the current scope outlines only the key deliverables. Additionally, after successful deployment by the OEM team, a User Acceptance Testing (UAT) phase will be carried out by RailTel DC team. UAT document will be prepared at the time of implementation in consultation with OEM.

Note: The existing inventory of ACI infrastructure, already deployed and available with RailTel Data Centre (Gurgaon and Secunderabad), is known to M/s Cisco. Accordingly, the detailed inventory is not being explicitly shared in this tender document. Bidders are required to coordinate directly with Cisco to obtain the necessary information.

6. Data Center Service Requirements:

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

- i. Supply, Installation, Configuration, performance Tuning & Integration, Performance Testing, Acceptance Testing, Commissioning and Training of the supplied hardware, Software, network equipment and network software as per Schedule of Requirements.

- ii. Tenderer/ Bidder should have backend tie-ups with the respective OEMs to provide required technical support for the supplied Hardware, Software, Network equipment and Network for their installation, Configuration, fine-tuning, integration with existing components and commissioning to Meet the functional requirements.

CHAPTER-3-B

INSPECTION AND INSTALLATION, TESTING & COMMISSIONING

1. TESTS AND MEASUREMENTS

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

1.1 TEST CATEGORIES

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

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

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

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

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

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

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

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

1.1.5.1 Test results

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

1.1.5.3 The data furnished shall prove convincingly that:

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

1.1.6 Failure of Cards/Components:

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

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

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

1.1.7 Re-adjustments:

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

1.2 FACTORY ACCEPTANCE TESTING (FAT): Deleted

1.3 INSTALLATION:

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

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

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

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

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

1.4 PRE-COMMISSIONING

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

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

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

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

1.5 SITE ACCEPTANCE TESTING (SAT)

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

1.6 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

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

1.7 TRIAL RUN/FIELD TRIALS: Deleted

1.8 FINAL ACCEPTANCE CERTIFICATE (FAC)

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

1.9 QUALITY ASSURANCE

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

Chapter – 3C

E-tendering Instructions to Bidders

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

More information useful for submitting online bids on the e-tender Portal may be obtained at:

<https://railtel.enivida.com>.

2. REGISTRATION:

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

- viii. After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id ewizardhelpdesk@gmail.com for activation of your account

3. SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested in, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS:

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

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

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Neha Singh: DGM/ITP

Telephone 0124-2714000

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

RailTel Contact-II (for general Information)

Netesh Kumar Singh: Sr. DGM/Projects

Telephone 0124-2714000

E-mail ID: netesh@railtelindia.com

7. BID RELATED INFORMATION FOR THIS TENDER

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

Broad outline of submissions are as follows:

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

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

8. ONLINE SUBMISSIONS:

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

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

9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

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

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

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

10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:

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

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

11. SUBMISSION OF OFFERS AND FILLING OF TENDER:

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

12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

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

CHAPTER 4

COMMERCIAL TERMS & CONDITIONS

1. General:

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

2. Warranty:

- 2.1.** The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter 5. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment/system requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 2.2.** If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/system so replaced or renewed or until the end of the above-mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 30 days, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects
- 2.3.** Replacement under the warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 2.4. Warranty Support**
 - 2.4.1.** Material for repair during Warranty Period shall be handed over /taken over to contractors engineer

at RailTel Data Center Gurgaon/Secunderabad.

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

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

2.4.4. Replacement Services during warranty and AMC Period:

a) For Hardware:

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

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

b) For Software/ License/ Support/ Subscription:

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

Note:

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

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

3. Long Term Maintenance Support

3.1. The bidder shall provide maintenance support from the respective OEM(s) for period of 2 years after the successful completion of the warranty obligations. The AMC cost for all 2 years (1st and 2nd year after warranty period) shall be **considered for evaluation purposes**.

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

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

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

3.3. Quarterly payment for AMC Charges would be made by RailTel after the successful completion of AMC Services of that quarter and on the certificate furnished by RailTel DC Team representative.

3.4. Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are as per tender document.

3.5. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in term of contract, these would be paid to it/him as per the contract terms".

3.6. The RailTel will issue LOA of AMC with Supply and I&C, Services LOA to contractor. The PBG submitted by the contractor to include both Supply and I&C (SOR-A), Services (SOR-B) and AMC (SOR-C) items. The contractor will be required to confirm and submit that the AMC has been bought from the OEM for AMC period.

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

4. Delivery Period

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

5. Payment Terms

5.1. Payment shall be made in Indian Currency (Rs.). 75% payment of the value of the part supply items would be made on receipt of material by the consignee (at site / the stores) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

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

5.2. 15% payment of the value of Supply item of the PO and 90% payment of the value of Services Items of the PO shall be made by RailTel on successfully Installation & Commissioning at site based on SAT Report issued by RailTel DC Team, 5% payment of value of Supply & Services items of the PO on issue of Provisional Acceptance Certificate (PAC) and the last 5% payment of the value of Supply & Services items of the PO shall be made by RailTel on issue of Final Acceptance Certificate (FAC) which will be issued by **Contract Management Authority**.

5.3. 20% payment of value of part supply items of the PO which could not be installed and commissioned within 120 days for any reason will be made after PAC/ Part PAC with approval of **Contract Management Authority** and remaining 5% on issue of FAC as per clause 5.2.

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

6. Performance Bank Guarantee (Security Deposit):

6.1. The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10 % of issued PO/ LOA value or **surety bond(from Insurance company as per Form no. 10)**, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall

be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The PBG claim period should also be till 1 year after PBG Validity.

- 6.2. The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 6.3. The Performance Bank Guarantee (security deposit) will bear no interest.
- 6.4. This PBG would be released after satisfactory completion of contract including warranty plus 4 months and post submission of bank Guarantee @10% of AMC value against AMC.
- 6.5. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

SFMS report guidelines: -

BG advising message – IFN 760COV/ IFN 767COV via SFMS

- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (ICIC0000007).
- Mention the unique reference (RAILTEL6103) in field 7037.)

- 6.6. The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the contractor.
- 6.7. 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.
- 6.8. 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 52 months initially and shall be renewed on annual basis. PBG shall remain valid for a period of 4 months beyond the date of completion of all contractual obligations of the Bidder including warranty obligations.

7. Taxes & Duties:

- 7.1. The price quoted in the offer should be firm, fixed indicating the break up and inclusive of all taxes and duties like import, custom, anti-dumping, CGST, IGST, SGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 7.2. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- 7.3. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filled under GST act.

- 7.4. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST act.
- 7.5. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 7.6. Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UTGST along with respective HSN/SAC code under GST law (Including tax under reverse charges payable by the recipient).
- 7.7. Wherever the law makes it statutory for the purchaser do deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 7.8. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties, levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of no payment/default payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to states/central government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 7.9. In case of imported equipment/system:
- Anti-Dumping duty if applicable on the equipment/system proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to custom Authority by RailTel.
- 7.10. Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, Insurance and any other charges or cost quoted by the tenderer, including GST payable on reverse charge by RailTel, whenever applicable.
- 7.11. In regard to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.

8. Insurance

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

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

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

9. Liquidated Damages

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

10. Transportation

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

11. Statutory Deduction

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

12. Qualification Criteria:

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

12.1. Eligibility Criteria for Bidder:

SN	Eligibility Criteria Requirements	Supporting Document Required
1)	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)• Supporting document to prove eligibility for exemption under Startup.
2)	Technical Capability: The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:	<ul style="list-style-type: none">• Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.• The copy of Purchase Order is required as supporting document.

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>i) One similar work each costing not less than the amount equal to 60% of advertised value of the tender (i.e. Rs. 6.45 Cr.), or</p> <p>ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender (i.e. Rs. 4.30 Cr.), or</p> <p>iii) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender (i.e. Rs. 3.22 Cr.)</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have executed order during the last preceding three financial years as on opening of tender:</p> <p>i) One similar work each costing not less than the amount equal to 35% of advertised value of the tender (i.e. Rs. 3.76 Cr.), or</p> <p>ii) Two similar works each costing not less than the amount equal to 20% of advertised value of the tender (i.e. Rs. 2.15 Cr.), or</p> <p>iii) Three similar works each costing not less than the amount equal to 15% of advertised value of the tender (i.e. Rs. 1.61 Cr.)</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>#Definition of similar category products: Supply, installation and commissioning of Data Center Hardware/Software Solution items in Government / PSUs / Telecom Service Providers network/ISP Network/Cloud Service Provider Network/ Public listed company.</p> <p>Note:- Work experience certificate from private individual shall not be considered. However, in</p>	<p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidder's share of work and value of completed work (minimum 80% of total value of bidder's share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause. (The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer).</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.</p>	
3)	<p>Financial Capability: The bidder should have minimum cumulative turnover in the previous three financial years and the current financial year, at least 150% (i.e. Rs. 16.12 Cr.) of the advertised value of the tender. 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. • For startups, in addition to above, Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries shall also be required.

SN	Eligibility Criteria Requirements	Supporting Document Required
	i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) should have annual turnover of minimum 50% of tendered value or above during the preceding 3 financial years as on opening of bid (i.e. Rs. 5.37 Cr.)	
4)	The bidder including Sub contractors should not have been blacklisted currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	<ul style="list-style-type: none"> • Self-Declaration by the Bidder on Company's letter head.
5)	The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.	<ul style="list-style-type: none"> • Undertaking to be submitted by the Bidder.
6)	Bidder should have authorization specific to this tender from respective OEM as per format at Form No. 4.	<ul style="list-style-type: none"> • MAF as per format at Form No. 4.
7)	The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. 3. 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 or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities	<ul style="list-style-type: none"> • Notarized Affidavit as per format at Form No. 3.

SN	Eligibility Criteria Requirements	Supporting Document Required
	here under nor will it affect any rights of the RailTel thereunder.	

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

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

13. System Performance Guarantee:

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

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

14. Evaluation of Offer:

14.1. For the purpose of relative ranking of offers, all-inclusive value for entire supply, installation, testing & commissioning, warranty period support and training and AMC shall be taken into account.

14.2. Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.

14.3. The tenderer should make available the offered products, if desired during technical evaluation of offered equipment/system/solution for testing and benchmarking at any testing facility approved by RailTel.

14.4. The bidders should quote for all items & the offer will be evaluated in totality (Total Cost including Tax). The bidders should indicate brand name, type/model number of the products offered. The equipment/system/solution should be supplied as per Technical Specifications given in **Chapter-3A**.

15. Security Considerations & Security Agreement

15.1. While evaluating the tender, regards would be paid to National Defence and Security considerations.

15.2. The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in

various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer/OEM shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the template agreement between Telecom Service Provider and the vendor of equipment, product and services (available on DoT website). The tenderer must submit a declaration along with their bid.

- 15.3.** The Network is being provided primarily to meet the requirement of Indian Railways. Accordingly, the network shall take into consideration the National Security requirement and National Security aspects indicated by the Indian Railways:-

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

16.1. Purchaser's Right to Vary Quantities

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

16.2. Rate Contract Terms

- 16.2.1** RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of Equipment /system/solution as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of PAC and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment /system/solution detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for these SOR items, however, there is no guaranteed off take against this Rate Contract.
- 16.2.2** A standing Performance Bank Guarantee of Rs. 05 lakh for due fulfilment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract. The supplier shall have to supply, installation, commissioning the equipment/system/solution against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 10% of the value (rounded off to nearest Thousands of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub P.O. is for the satisfactory performance of materials and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately.
- 16.2.3** Extension of time for submission of PBG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA/ Sub PO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30(thirty) days, i.e. 31st day after the date of

issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA/ Sub PO, the contract shall be terminated duly forfeiting other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender of the work. Performance Bank Guarantee/ Standing Bank Guarantee will bear no interest. The payment conditions against Rate Contract will be as under:

16.2.4 Payment term for RC items will be same as per the payment term mentioned in clause No. 5 of this tender.

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

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

18. Execution of Purchase Order

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

19. Annulment of Award

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

20. Earnest Money Deposit (EMD)/ Bid Security

- 20.1.** The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money as per the details shared in the NIT.
- 20.2.** The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.

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

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

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

20.6. EMD shall be submitted online through e-Nivida Portal or **Surety Bond as per Form No. 11.**

20.7. Earnest Money will bear no interest.

21. Preference to make in India:

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

21.1. Local Content:

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder.
- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of "Local Content" and "Imported Content" for each SOR item as per DPIIT's PMI Policy and its clarifications and same shall be uploaded

by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.

- v. Self-certification of bidder as above shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. “We_____ the statutory auditor of M/s.____ (name of the bidder) hereby certify that M/s._____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. ____% (to be filled by the work center) quoted vide offer No._____ dated____ against RAILTEL tender No._____ by M/s. _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.

- vi. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.
- vii. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. “<https://dpiit.gov.in/public-procurements>” may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers

21.2 Bidders sharing a land border with India:

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

22. Offer/ Bid Prices

- 22.1.** The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees or in any major foreign currency for the imported items (FOR/CIP destination).
- 22.2.** The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel’s account within the contracted delivery period.
- 22.3.** All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the

amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.

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

23. Clause wise Compliance

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

24. Inspection:

- 24.1.** Inspection shall be carried out at tenderer's works/site by RailTel's authorized representative or Consignee Inspection may be carried out.
- 24.2.** Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programs, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 24.3.** In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ tenderer's account.
- 24.4.** In case necessary facilities to carry out tests/witness inspection is not available at tenderer site, such may be conducted at consignee site on basis of RailTel's approval against bidders request.

25. Force Majeure

- 25.1.** If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 25.2.** In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against

the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

26. Settlement of Disputes and Arbitration

- 26.1.** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 26.2.** All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 26.3.** The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be. shall be final and binding on both the parties.
- 26.4.** Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

27. Governing Laws

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

28. Termination for Default

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

- 28.1.** If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- 28.2.** If the tenderer fails to perform any other obligation(s) under the contract; and
- 28.3.** If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

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

29. Risk & Cost

If the contractor fails to deliver the equipment/system or honor the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at no risk and cost to contractor. However, the security deposit of tenderer shall be forfeited/ Performance Bank Guarantee shall be encashed. The failed tenderer shall not be permitted to take part in the tender for balance work.

30. Termination for Insolvency:

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

31. Rates during Negotiation:

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

32. Clarification Request: Deleted

33. Submission of Offers:

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

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

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

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

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

- 33.5.1.** Offer Letter complete as per Chapter-1.
- 33.5.2.** Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out).
- 33.5.3.** Earnest Money in prescribed form.
- 33.5.4.** Complete Tender documents, duly signed as token of acceptance should be submitted.
- 33.5.5.** Clause wise compliance to technical requirement, Chapter-3 A.
- 33.5.6.** Documentary proof of equipment/system/solution being proven and working for more than at least 12 months as on date of opening of tender in India or outside India along with user certificate and Contact Details of user/firm /Self undertaking as per eligibility criteria.
- 33.5.7.** System Performance Guarantee as per Form No. -2 of Chapter 6.
- 33.5.8.** Affidavit for credential verification as per Form No. -3 of Chapter 6.
- 33.5.9.** Manufacturer Authorization certificate as per Form No.-4 of Chapter 6.
- 33.5.10.** Power of attorney in favour of the signatory duly authorizing the signatory as per Form No.-5 of Chapter-6 along with Board Resolution.
- 33.5.11.** Performa for Long Term Maintenance Support as per Form No. -6 of Chapter-6.
- 33.5.12.** Nil deviation form as per Form No.-7 of Chapter-6.
- 33.5.13.** OEM Undertaking as per Form no.- 8 of Chapter- 6.
- 33.5.14.** The manufacturer claiming to qualify under the scope of rules for PMA (Preferential Market Access) must submit the declaration of VA (Value Addition) as required under the issued notification.
- 33.5.15.** Complete technical data and particulars of the equipment/system/solution offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc. Documentary proof of technical solution consisting of Implementation approach, Implementation Methodology, Deployment Schedule and Technical Presentation.
- 33.5.16.** Any other information desired to be submitted by the tenderer.

34. Constitution of Firm and power of Attorney

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

34.5. The duly notarized Power of Attorney shall be submitted online and Original copy is need to be submitted by the successful bidder before issuance of LOA.

35. Opening of Bids:

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

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

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

36. Non-Transferability & Non-Refund ability

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

37. Errors, Omissions & Discrepancies

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

38. Wrong Information by Tenderer

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

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

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

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

40. NIL Deviation Compliance:

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

41. Limitation of Liability:

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

- 41.1.** The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- 41.2.** The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

42. Credential Verification:

- 42.1.** The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
- 42.2.** The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter-6 of this tender document (Form No. 3). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
 - a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of RailTel thereunder.
 - b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

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

- 43.1.** Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an

application has been developed and hosted on the website 'www.shramikkalyam.indianrailways.gov.in'. The contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

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

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

44. Integrity Pact Program: Deleted

45. For Micro and Small Enterprises (MSEs):

45.1. "RailTel is registered with mlxchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for mlxchange Platform is <https://www.mlxchange.com>. MSE suppliers/vendors are required to register themselves on mlxchange 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 Mlxchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires availing TReDS facility.

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

45.3. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and

liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

- 45.4.** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

46. NIL Deviation Compliance:

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

47. Contract Agreement:

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

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

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

CHAPTER- 5

BID DATA SHEET (BDS)

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

Clause	Description
Clause 1.2	Validity of offer 90 days.
Clause 2	Warranty Period: The warranty would be valid for a period for 36 months from the date of System Commissioning (PAC). For item(s) that cannot be installed for want of site readiness at RailTel end as per the decision of the Contract Management Authority, the warranty would be 36 months from the original DOC.
Clause 4	Delivery Period/Date of Commissioning (DOC): 180 days from the date of issue of LOA/PO
Clause 16	Purchaser's Right to Vary Quantities: (A) Upto maximum extent of +/- 50% subject to following condition i. Upto +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder. Rate Contract- Up to a maximum extent of 50% of the contract value of SOR.
Clause 20	Earnest Money Deposit (EMD)/ Bid Security Rs. 20,00,000/-
Clause 33	Last Date of Submission of Offer Date: 21.08.2025 Time: 15:00 hours
Clause 35	Date of Opening of Tender Date: 21.08.2025 Time: 15:30 hours

CHAPTER- 6

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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

is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the day of 2025

for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

Form No.: 2

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

To

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

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

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.

Form No.: 3

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

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

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

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

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

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

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Form No.: 4

PROFORMA FOR MANUFACTURER AUTHORIZATION FORM

To

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

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

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

Dear Sir,

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

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

Thanking you,

Best regards,

Authorized Signatory

Form No.: 5

PROFORMA FOR POWER OF ATTORNEY

POWER OF ATTORNEY

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

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

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

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

Form No. 6

PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT

(To be signed by the OEM)

To,

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

Tender Reference No.:

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 3 of Chapter-4 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfill the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary/authorized partner in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

(Signature of OEM's Authorized Officer)
Seal

Signature of witness:

1.
2.

Note: Please Strike out whichever is not applicable.

Form No. 7

**PROFORMA FOR NIL DEVIATION
(Component Compliance Undertaking Letter)
(TO BE SIGNED BY BIDDER)**

To,

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

Dear Sir,

Sub: NIL Deviation Compliance for Tender no.

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

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

Format of Annexure (Deviation Statement)

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

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

Seal and signature of the bidder

Place:

Date:

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

Form No. 8

OEM UNDERTAKING

(To be signed by the OEM on Letter Head)

To

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

Sub: OEM Undertaking

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

Dear Sir,

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

A. We undertake/Certify that

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

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

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

C. We Certify that,

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

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

(ii) We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to

repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____

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

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

or

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

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

Seal and signature of the authorized representative of OEM

Place:

Date:

Form no. 9

CONTRACT AGREEMENT

(CA No.)

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

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

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

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

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

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

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

The contract within named in the presence of:

1. Signatures
 Date
 Name in Block Capitals
 Address:

2. Signatures
 Date
 Name in Block Capitals
 Address:

Form no. 10

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 authorised 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.....
signature(s)

Surety Insurer's Seal and authorized

[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.)

Form No. 11

Surety Bond for BID Security (EMD)

(Refer Clause 2.20 of RFP)

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 atNew 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.

CHAPTER-7

CHECKLIST

Tender No.: RAILTEL/TENDER/OT/CO/ITP/2025-26/DC – DR Infra/015			
Name Of Work:-"Supply, Installation, Testing, Commissioning and Upgradation of Cisco ACI Infrastructure at RailTel's DC and DR"			
	Name of Company/Firm		
SN	Item/Clause of Tender Document	Details / Remarks	Attached/ Not Attached
1	Signed Copy of Tender Document / Corrigenda		
2	EMD & Cost of Tender document if applicable		
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)		
4	Detail BOM of each SOR Item supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM		
5	Clause wise compliance (Clause 23 of Chapter-4)		
6	Eligibility Criteria Requirements for Bidder's as per Clause 12.1 of Chapter-4.		
7	Eligibility Criteria Requirements for OEM's as per Clause 12.2 of Chapter-4.		
8	Complete technical data presentation and particulars of the Equipment/System/ Solution offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc		
9	Declaration regarding Security Considerations & Security Agreement (Clause 15, Chapter- 4 of Tender Document)		
10	Form No. 2 of Chapter-6, System Performance Guarantee.		
11	Form No. 3 of Chapter-6, Affidavit for Credential Verification.		
12	Form No. 4 of Chapter-6, Performa for Manufacturer Authorization Form		
13	Form No. 5 of Chapter-6, Format for Power of Attorney		
14	Form No. 6 of Chapter-6, Long Term Maintenance Support		
15	Form No. 7 of Chapter-6, Nil Deviation Statement		
16	Form No. 8 of Chapter-6, OEM Undertaking on Letter Head		
17	Form No. 11 of Chapter-6, Surety Bond for BID Security		
18	Price Bid for Schedule of Requirements as per Chapter-2		
19	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A of Chapter-2		
20	Bill of Material (BOM) with prices of each module/cards/sub system etc as per note no-II of Chapter-2		

Note:

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

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