



RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Registered & Corporate Office:

**Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023**

**Selection of Partner For
“IT services to RCIL Customer”**

EOI No: RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/7 dated 19.07.24

**रेलटेल
RAILTEL**

EOI NOTICE

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

EOI No: RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/7

dated 19.07.24

RailTel Corporation of India Ltd., (here after referred to as RailTel) invites EOIs from RailTel's Empaneled Partners for the selection of suitable agency for "IT Services to RCIL Customer".

The details are as under:

Last date for submission of EOIs by bidders	23-07-2024 before 15:00Hrs.
Opening of bidder EOIs	23-07-2024 at 15:30Hrs.
Earnest Money Deposit (EMD)	Rs 5,00,000/- (Five Lakhs)
Number of copies to be submitted for scope of work	01 in Hard Copy
Place of Bid submission	RailTel Corporation of India Limited Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

Prospective bidders are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Contact: Naresh Kumar

Position: JGM/IT

Email: naresh.kumar@railtelindia.com Telephone: +91124 2714000 Ext 2222

NOTE:

- I. All firms are required to submit hard copy of their EOI submissions, duly signed by Authorized Signatories with Company seal and stamp.**
- II. The EOI response is invited from empanelled partners of RailTel. Only RailTel empanelled partners are eligible for participation in EOI process.**

1. RailTel Corporation of India Limited–Introduction

RailTel Corporation of India Limited (RCIL), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Regional General Managers and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Services

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

CARRIER SERVICES

1. National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
2. Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
3. Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
4. Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

ENTERPRISE SERVICES

1. Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
2. MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 64 Kbps to nx64 Kbps, 2 Mbps & above
3. Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2mbps to 155mbps

RETAIL SERVICES

RailWire: RailWire is the retail broadband service of RailTel. RailWire is a collaborative public private local entrepreneur (PPLE) model providing broadband services by leveraging the eco system available with different partners like RailTel, Access Network Provider, Aggregation Network Provider (AGNP) and Managed Service Provider (MSP) to offer high speed & cost-effective broadband to end customers. The model uses RailTel's nationwide Core fiber Backbone Network, Access Network available with Local entrepreneurs, FTTH Infrastructure providers etc. and Managed Service Partners/Application Service Providers having IT & management capabilities. The model has been tested for several years now with about 4 lakh+ home broadband users along with 5200+ local access network partners. It is noteworthy that this

approach whereby about 54% of the revenue is ploughed back into the local community not only serves the underserved but also creates livelihoods and jobs in the local communities.

2. Objective of EOI

RCIL is implementing IT-ICT projects like providing Infra & Cloud Services, Application Development, ERP/E-Office Implementation and Consultancy Services for its customers. RailTel is in process of selecting suitable empanelled partner for providing customer specific IT services.

3. Scope of Work

The scope of work is Supply, Installation, Configuration, Tuning, Performance Testing, Acceptance Testing and Commissioning of the VMware, Commvault Software items and existing HPE Primera Storage expansion as per Schedule of Requirements (SoR). Details of scope of work is provided under Annexure-03.

4. Language of Proposals

The proposal and all correspondence and documents shall be written in English. The hardcopy version will be considered as the official proposal.

5. Proposal Preparation and Submission

The Applicant/bidder is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/presentations, preparation of proposal, in providing any additional information required by RCIL to facilitate the evaluation process or all such activities related to the EOI response process. RCIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed and stamped by the bidder including the closing page in token of his having studied the EOI document and should be submitted along with the bid.

7. Payment terms

Sr.No.	Payment Stage	Payment as % of total value
P-1	Delivery of Items as specified in SoR	80% of the cost of Hardware Items supplied. (As per SoR , S.No. 003). <u>Following documents are required to be furnished:</u> 1. Preliminary Acceptance certificate (Annexure– II).

		<p>2. Confirmation of the validity of PBG @ 10% of the total value of the contract with validity upto 3 months beyond the last date of the contract period.</p> <p>Payment shall be made after deducting necessary penalties/ recoveries etc., if any.</p>
P-2	Successful implementation	<p>20% of the cost of Hardware Items supplied. (As per SoR , S.No. 3).</p> <p>1/3rd of the cost of Software Items supplied (As per SoR, S.No. 1 & 2).</p> <p>100% of the cost of Implementation Charges (As per SoR, S.No. 4).</p> <p>Following documents are required to be furnished: 1. Final Acceptance certificate</p> <p>Payment shall be made after deducting necessary penalties/ recoveries etc., if any.</p>
P-3	For 2nd & 3rd Year software support cost	<p>Remaining 2/3rd of the cost for SoR , S.No. 1 & 2 shall be made on a yearly basis in two equal installments.</p> <p>Following documents are required to be furnished: 1. Submission of the subscription/ATS support confirmation.</p> <p>Payment shall be made after deducting necessary penalties/ recoveries etc., if any.</p>

7.1. RailTel shall release the payment to selected bidder after receiving payment from Customer and on submission of Tax invoice by selected bidder on back to back basis.

7.2. Any penalty or deduction (LD) from customer shall be passed on to selected bidder on proportionate basis.

8. Project Implementation Schedule

It is proposed to make the entire system commissioned in a period of 5 weeks from the date of the issuance of Purchase Order/Award of Contract . The week count mentioned herein are inclusive of all types of non-working days (Central Government).

9. Delivery schedule

- 9.1.1. All the equipment as per quantity mentioned in SoR site shall be delivered at RAILTEL CUSTOMER HQ in New Delhi within 4 weeks of placement of Purchase Order
- 9.1.2. All the supplied equipment and licenses/subscription should be in the name of the Centre for Railway Information System (RAILTEL CUSTOMER).
- 9.1.3. The Liquidated Damages will be applicable as per RAILTEL CUSTOMER EGCC (Including modifications) for the delay in delivery beyond delivery period i.e. four weeks.
- 9.1.4. Any delay by the bidder (on account of the bidder) beyond specified period as defined in the Implementation schedule mentioned in clause no. 12 in Bid document Part-II shall render the bidder liable to impose Liquidated Damages as

per define in above.

9.1.5. Total LD on all the milestones put together shall not exceed 10% of the total value of contract.

9.1.6. Inspection and Acceptance

- a. The inspection and acceptance procedure (ATP) for the item supplied as per SoR shall be carried out jointly by the consignee or its nominated representative and the vendor as per details given below. Performa for Preliminary Acceptance Certificate and Final Acceptance Certificate are given in Annexure -II & Annexure-III respectively.
- b. Preliminary Testing
- c. Physical verification of equipment/components as per the Bill of Material (BoM) supplied against SoR.
- d. Physical inspection of the equipment/components for any physical damage.
- e. Physical verification of software media, licenses and documentation (which shall also include Installation tie-up and warranty certificates from OEM) as per tender.
- f. Preliminary Testing certificate (as per format in Annexure-II to be signed jointly by RAILTEL CUSTOMER and the successful bidder.
- g. The date of issue of Preliminary test certificate shall be termed as date of Preliminary Testing.
- h. Final System Commissioning
- i. The Final System commissioning certificate shall be issued only after ascertaining that the all the scope of work has been successfully completed.
- j. Submission of a documents such as installation/configuration documents for all software and hardware components.
- k. The warranty services and software support shall commence from the Date of System Commissioning.
- l. A Final System commissioning certificate as per Performa given in Annexure-II.

10. Schedule of Rates (SOR)

S.N	Item Description	Unit	Qty.	Unit Price	Total Price	GST on Total Price	Total Price (including tax)
1	VMware Cloud Foundation & VMware Firewall PerCore subscription with 3-year support	Number	640				
2	Commvault Cloud Backup & Recovery Software for Virtual Machines, Per VM(10-Pack) with 3-year support	Number	6				
3	102 TiB SSD Usable capacity upgrade for SAN HPE Primera A670 (Serial No.- SGH109YK2K) with 3- year warranty support	Number	1				
4	Implementation Charges	Gross	1				
	SOR Total (including tax)						

SOR Total (in words) _____

11. Compliance requirements

- 11.1. The interested partner should be an Empanelled Partner with RailTel on the date of bid submission. Copy of RailTel's Empanelment Letter may be submitted in this regard.
- 11.2. The interested bidder should submit Earnest Money Deposit (EMD) through online transfer and submit the proof of same along with bid.
- 11.3. The interested bidder should comply to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.(Annexure-01)
- 11.4. The interested bidder should not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body in India, on the last date of submission of EOI. (Annexure-02)
- 11.5. There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI. (Annexure-02)
- 11.6. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.
- 11.7. The Bidder must have an average turnover of minimum of Rs 12 crores during the last 3 financial years. Bidder should submit audited balance sheets and/or certificate of CA for preceding three years.
- 11.8. The bidder should be profitable organization (on the basis of operating profit after tax for at-least 2 out of last 3 financial years). Bidder should submit copy of audited balance sheets along with profit & loss statement and/or certificate of CA for preceding three years.
- 11.9. The interested bidder should have experience in Data centre Infra project. Bidder should submit PO or work order copy/copies with completion certificate for the work of SITC/Support & Maintenance of Data centre Infra project during last seven years from any government organization as per following details:
 - i) Three similar works each with value costing not less than ₹2.37 Cr (Incl. GST))
 - ii) Two similar works each with value costing not less than ₹3.17 Cr (Incl. GST))
 - iii) One similar work with value costing not less than ₹4.75 Cr (Incl. GST))
- 11.10. The interested bidder should submit undertaking on company letterhead for Land Border policy compliance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries
- 11.11. The interested bidder should submit OEM authorization.

12. Evaluation criteria

Only those offers shall be considered for evaluation which fulfills all compliance requirements in clause number 11. Evaluation will be carried on basis of lowest offer quoted by the bidder under Clause **10 SOR Total**.

13. Bidding Process

The bidder needs to submit the bid in sealed, signed and stamped envelope clearly mentioning of EOI number, EOI name, addressed to the EOI inviting officer as well as Bidding Agency Name and Contact person.

BID should consist the following:

1. Covering Letter
2. RailTel empanelment LOI
3. Signed and Stamped EOI Document
4. GST and PAN documents

5. EMD
6. Duly filled SOR
7. Documents with respect to compliance requirement clause (9.1 to 9.11).
8. Deviation statement (if any) as per clause number 20

14. Period of Validity of bids and Bid Currency

Bids shall remain valid for a period of 180 days from the date of submission of EOI response bid. The prices in the bid document to be expressed in INR only.

15. RCIL's Right to Accept/Reject Bids

RCIL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

16. Security Deposit / Performance Bank Guarantee (PBG)

Successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued PO/ LOA value with tax of valid for 3 months beyond the date of completion of all contractual obligations including warranty obligations. 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 three 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.

- 16.1. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 16.2. The security deposit/PBG shall be submitted to Corporate Office & will bear no interest.
- 16.3. 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 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.
- 16.4. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "RailTel Corporation of India Limited" payable at New Delhi Only.
- 16.5. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.
- 16.6. The claim period of PBG shall be 1 year after date of PBG validity

17. Earnest Money Deposit (EMD)/ Bid Security

- 17.1. The bidder shall furnish a sum as Earnest Money in the form of online transfer or Demand Draft from any scheduled bank in India in favour of "RailTel Corporation of India Limited"

payable at New Delhi.

- 17.2. 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.
- 17.3. Offers not accompanied with Earnest Money shall be summarily rejected.
- 17.4. Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 17.5. 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 14.
- 17.6. Earnest Money will bear no interest.

18. Deadline for Submission of Bids

Bids must be submitted to RCIL at the address specified in the EOI document not later than the specified date and time mentioned. If the specified date of submission of bids being declared a holiday for RCIL, the bids will be received up to the specified time in the next working day.

19. Late Bids

Any bid received by RCIL after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.

20. Modification and/or Withdrawal of Bids

Bids once submitted will be treated as final and no modification will be permitted. No correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids. In case of the successful bidder, he will not be allowed to withdraw or back out from the bid commitments.

21. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

22. Bidder's Information

Company Name:	
Type of RCIL Business Partner	
Status of Applicant (Partnership, Company etc.)	
Number of Years of Experience	
Number of office locations in India (Provide details)	
Number of office locations globally (Provide details)	

Number of employees in India and global	
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CONTACT DETAILS:			
First Name		LastName	
Designation			
Address for correspondence			
Contact Number (Office Landline)			
Mobile Number			
Official Email ID			
GSTN No			
PAN No			
Bank Account No			
IFSC Code			
Registered Address of Company			

23. Format for statement of Deviation

The following are the particulars of deviations from the requirements of the Instructions to bidders:

	CLAUSE	DEVIATION	REMARKS (Including Justification)

22. Duration of the Contract Period

The contract duration shall be same as of RAILTEL'S CUSTOMER's contract duration with RailTel until otherwise terminated earlier. The contract duration can be renewed / extended by RailTel at its discretion, in case RAILTEL'S CUSTOMER extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by RAILTEL'S CUSTOMER to RailTel.

23. Restrictions on 'Transfer of Agreement'

The SELECTED BIDDER shall not assign or transfer its right in any manner whatsoever under the contract

/ agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e. no sub-contracting / partnership / third party interest shall be created.

24. Suspension, Revocation or Termination of Contract / Agreement

- 24.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the SELECTED BIDDER shall be payable by RailTel.
- 24.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of Three (03) month issued to the SELECTED BIDDER, terminate/or suspend the contract / agreement under any of the following circumstances:
- a) The SELECTED BIDDER failing to perform any obligation(s) under the contract / agreement.
 - b) The SELECTED BIDDER failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
 - c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to RAILTEL CUSTOMER for the pertinent tender.
 - d) The SELECTED BIDDER going into liquidation or ordered to be wound up by competent authority.
 - e) If the SELECTED BIDDER is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitable modifying the conditions, as it feels fit under the circumstances.
 - f) It shall be the responsibility of the SELECTED BIDDER to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which SELECTED BIDDER's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
 - g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either suo-moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not.

The SELECTED BIDDER shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the SELECTED BIDDER in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of SELECTED BIDDER available with RailTel will be forfeited.

25. Dispute Settlement

25.1. In case of any dispute concerning the contract / agreement, both the SELECTED BIDDER and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

25.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd..

25.3. All arbitration proceedings shall be conducted in English.

26. Governing Laws

The contract 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.

27. Statutory Compliance

27.1. During the tenure of this Contract nothing shall be done by SELECTED BIDDER in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

27.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

28. Intellectual Property Rights

28.1. Each party i.e. RailTel and SELECTED BIDDER, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

28.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

29. Severability

In the event any provision of this EOI and subsequent contract with SELECTED BIDDER is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

30. Force Majeure

30.1. If during the contract period, the performance in whole or in part, by other 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 EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the 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 contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

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

31. Indemnity

31.1. The SELECTED BIDDER agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from :

- a) Any mis-statement or any breach of any representation or warranty made by SELECTED BIDDER or
- b) The failure by the SELECTED BIDDER to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by SELECTED

BIDDER pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by SELECTED BIDDER pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

c) Any compensation / claim or proceeding by ECT or any third party against RailTel arising out of any act, deed or omission by the SELECTED BIDDER or

d) Claim filed by a workman or employee engaged by the SELECTED BIDDER for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

31.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

32. Limitation of Liability towards RailTel

32.1. The SELECTED BIDDER liability under the contract shall be determined as per the Law in force for the time being. The SELECTED BIDDER shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SELECTED BIDDER and its employees (*direct or indirect*), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of SELECTED BIDDER or his agents or any person / persons claiming through under said SELECTED BIDDER, However, such liability of the SELECTED BIDDER shall not exceed the total value of the contract.

32.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the SELECTED BIDDER is legally liable.

33. Confidentiality cum Non-disclosure

33.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

33.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure;
- b) Is or becomes part of the public domain without violation of the terms hereof;

c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

34.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

34.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

34.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

34. Insurance

The SELECTED BIDDER agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software.

35. Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

36. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both SELECTED BIDDER and RailTel. All other terms and conditions between SELECTED BIDDER and RailTel shall be on **back-to-back** basis as mentioned in OPES tender document including corrigenda.



Format for COVERING LETTER

COVERING LETTER (To be on company letter head)

EoI Reference No: **RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/7 dated 19.07.24**

Date:

To,

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

Dear Sir,

SUB: Participation in the EoI Process

Having examined the Invitation for EoI document bearing the reference number _____ released by your esteemed organization, we, undersigned, hereby acknowledge the receipt of the same and offer to participate in conformity with the said Invitation for EoI document. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission of EOI response bid to RailTel and in default thereof,

If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.

We hereby declare that all the information and supporting documents furnished as a part of our response to the said Invitation for EoI document, are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.

Authorized Signatory

Name

Designation

Contact Details

**Compliance to Rule 144 (xi) of GFR, 2017 including amendments till date
(On Organization Letter Head)**

Bid Ref No. :

Date:

To,

Jt.General Manager (IT),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/7 dated 19.07.24

Dear Sir,

I, the undersigned, on behalf of M/s , have read the clause/para regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(a) I certify that M/s is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s will not offer any products / services of entity from such countries unless such entity is registered with the Competent Authority.

OR (Strikeout either (a) or (b), whichever is not applicable)

(b) I certify that M/s is from such a country and has been registered with the Competent Authority. I also certify that M/s has product/services of entity from such countries and these entity / entities are also registered with the Competent Authority.

(Where applicable, evidence of valid registration by the Competent Authority is to be attached with the bid.)

I hereby certify that M/s fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

Signature of Authorised Signatory

Name

Designation

Undertaking for Non-Blacklisting & Arbitration Case
(On Organization Letter Head)

Bid Ref No. :

Date:

To,

Jt. General Manager (IT),
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Block Tower-2,
East Kidwai Nagar, New Delhi - 110023

Ref : EOI No. RCIL/EOI/CO/ITB/2024-25/IT services to RCIL customer/7 dated 19.07.24

Dear Sir,

I, the undersigned, on behalf of M/s , hereby submits that

1. We are not blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body at the time of submission of bid.
2. We are not having any ongoing or past, arbitration case(s) with RailTel at the time of submission of bid.

I hereby acknowledge that in the event of acceptance of bid of M/s on above undertaking and if the undertaking is found to be false at any stage, the false undertaking would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

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Proforma for Performance Bank Guarantee Bond

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 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

(hereinaftercalled “ 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 the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without 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 the RailTel in writing.

.....the day of 2024

for
(indicate the name of the Bank)

Witness

1. Signature Name

2. Signature Name

Note: Claim Period of BG will be 365 days more than the BG Validity date.

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Anexure-03

1. Scope of Work

1.1. Supply, Installation, Configuration, Tuning, Performance Testing, Acceptance Testing and Commissioning of the VMware, Commvault Software items and existing HPE Primera Storage expansion as per Schedule of Requirements (SoR)

1.2. All the licenses supplied by OEM M/s VMware & M/s Commvault subscriptions/license/ATS certificates should be in the name of the Centre for Railway Information Systems (RAILTEL CUSTOMER).

1.3. Bidder should have back-to-back tie-ups with OEMs and should provide required technical support of all the supplied items for their deployment architecture, installation, configuration, testing, fine-tuning, integration with existing components and commissioning with design document and knowledge transfer session to meet the requirements defined in this tender. OEMs shall also be responsible for the successful configuration of the supplied software.

1.4. OEM should perform following activities for VMware software components (SoR Item S.No. 1)

1.4.1. Installation, configuration, integration, and tuning of supplied VMware software as per items mentioned in Schedule of Requirement.

1.4.2. Design of addition of the provided hardware in existing RAILTEL CUSTOMER private cloud setup and updation/addition in design documents.

1.4.3. Should add the provided 10 servers to the existing setup of vCentre. Installation of configuration of ESXi hypervisor on the provided servers by RAILTEL CUSTOMER. If any update and upgrade of existing vCentre and vmware products is required the bidder shall inform RAILTEL CUSTOMER.

1.4.4. The new ESXi servers shall be able to access the existing datastores and new datastores should also be created.

1.4.5. Add the provided new servers in the existing NSX-T fabric controller deployment to ensure seamless connectivity and flow of east-west & north-south traffic.

1.4.6. The bidder should integrate the provided servers with self-service portal (VRA) for automation and provision/ de-provisioning of data-centre services using the existing in-build and custom workflows.

1.4.7. Integration new nodes with existing orchestration engine (vRO) to utilize existing workflow /Custom workflows.

1.4.8. The bidder should integrate the vRA and vRO fully with the provided Server to ensure auto scaling as per demand and monitoring/alerting of the resource compute deployed on these servers/storage.

1.4.9. Configure existing network analytic and visibility software (vRNI) for netflow capture of new nodes.

1.4.10. Map new nodes to existing operations & management tool (vROPS) for IT operations

1.4.11. Map new nodes with existing log management solution (vRLI) for collection of logs

1.5. OEM should perform following activities for HPE Primera A670 (Serial No.- SGH109YK2K) disk augmentation (SoR Item S.No. 3)

1.5.1. Installation & configuration of disk in HPE Primera A670 (Serial No.- SGH109YK2K) for supplied storage capacity as per the technical specification of

clause-14.

- 1.5.2. All necessary cabling, connectors, and any other devices for connectivity required to disk enclosure to the controller should be supplied by OEM.
- 1.5.3. OEM must provide support for Firmware upgradation of Primera SAN.
- 1.5.4. OEM will be responsible for storage upgradation of the SAN without affecting the data in existing SAN and application deployed on the same. On-Site Support from OEM professional services should be provided for upgradation of Primera SAN at RAILTEL CUSTOMER, Chanakyapuri till acceptance by consignee.
- 1.5.5. Three years on-site comprehensive warranty maintenance by OEM on 24 x 7 x365 & 6 Hours CTR (Call to Resolution) from the date of final acceptance of the items by RAILTEL CUSTOMER.

1.6. OEM should perform following activities for Commvault software components (SoR Item S.No. 2)

- 1.6.1. Installation, configuration, integration, and performance tuning of supplied Commvault software (CVLT Complete Backup & Recovery for Virtualized Environments) as per items mentioned in Schedule of Requirement (Annexure- I).
- 1.6.2. Commvault License supplied should have premium support to coverage 24x7x365 support.
- 1.6.3. Bidder should refer to the existing commvault backup setup configured in RAILTEL CUSTOMER Cloud project and shall use the existing hardware for media server, backup storage and Tape Library.
- 1.6.4. OEM should install the commvault backup software and configure the backup software on the existing commcell servers and vCentre setup.
- 1.6.5. OEM should combine the existing and the new license on the existing commcellID. In case of unavailability of valid ATS for existing commcell ID, the bidder shall create media server and commcell as a virtual machine for new licenses.
- 1.6.6. Bidder should provide professional services for installation , configuration and setting up alert of the product.
- 1.6.7. OEM should configure role based access to end-users to configure backup, restore based on VMware vCentre folder or VM tags.
- 1.6.8. OEM should configure daily monitoring reports, alerts, dashboards for admins and also for end-users on both commcell and command centre.
- 1.6.9. Bidder along with the OEM should suggest best practices for backup scheduling, performance improvement, daily monitoring and basic troubleshooting for the installed setup.
- 1.7. Bidder shall sign Info-Sec NDA /Confidentiality Agreement as part of the latest Services Level Agreements (SLA) as per format jointly decided by RAILTEL and bidder.
- 1.8. Bidder shall also ensure that the virtualization layer (ESXi) and ILO is hardened as per RAILTEL CUSTOMER Info-Sec Policy (Including modification). Hardening guidelines shall be shared by the RAILTEL CUSTOMER team at the time of implementation. The bidder will ensure that the security monitoring agents for SIEM are installed on ESXi. Licenses of SIEM will be provided by RAILTEL CUSTOMER.
- 1.9. Bidder will install a virtualization layer (ESXi) in the provided servers, with all service /ports which are not required in closed /deny-all mode. RAILTEL CUSTOMER shall check and document this fact, before issuing Final Acceptance Certificate.
- 1.10. Bidder to ensure all the default credentials of Hardware devices installed to be changed.

- 1.11. Bidder to ensure that all applications which are not required must be uninstalled or disabled during installation.
- 1.12. Bidder will ensure that all default users /accounts which are not required must be closed /disabled state after the installation. RAILTEL CUSTOMER shall check & document this, before certifying the installation /work.
- 1.13. Bidder will patch all ESXi server security patches with their latest version. post installations, and after every re-installation /maintenance activity. RAILTEL CUSTOMER shall check & document this, before certifying the work.
- 1.14. Installation, commissioning certificate for new installation and Completion certificate for update/upgrades should be issued by bidder and certified/ verified by OEM for installed softwares/ firmwares/ Hardware-software.
- 1.15. The bidder will provide escalation mechanism with complete details including address, phone number (office as well as residential), mobile number etc. of the allocated resources for the entire support period. The Bidder along with OEM and RAILTEL CUSTOMER shall define incident response procedures and Escalation Matrix. Escalation Matrix Provider shall also be provided.
- 1.16. Escalation matrix (upto CEO level) for seeking the required support is to be provided by the successful bidder. The matrix shall contain relevant contract details as name, designation, contact number, email id and address for correspondence etc
- 1.17. If the offered product is declared as End of Life(EoL) or End of Support (EoS) by OEMs in contract period the bidder will have to upgrade, modify, or replace the services/ solutions at no additional cost and without causing any performance degradation and/or project delay.

2. Comprehensive Warranty Support & ATS Services and SLA

2.1. Warranty Support for Storage Expansion

- 2.1.1. The bidder shall provide 03 year on-site warranty Hardware products. The warranty support shall be valid for a period of 03 years from the Date of System Commissioning or 39 months from the date of delivery (Only in case the delay in system commissioning is on the part of consignee) whichever is earlier. The bidder shall maintain the supplied Hardware in good working order as per SLA defined in section 3.2.
- 2.1.2. 24x7 comprehensive onsite OEM warranty with 6 hours call to resolution, proactive support along with dedicated service delivery team, priority call handling, half yearly review of service delivery, patches & firmware analysis of system and system health check report and implementation. The access to the Web login of the OEM support should also be provided to RAILTEL CUSTOMER.
- 2.1.3. The bidder shall have tie-ups with the respective OEMs for the entire period of Warranty support as defined in section 3.6.
- 2.1.4. Bidder if required shall maintain their own inventory of spares so as to give fast and efficient service as per defined SLAs. RAILTEL CUSTOMER shall not procure or stockspares.
- 2.1.5. The bidder should support 24x7x365 on-call response to resolve the reported incident by RAILTEL CUSTOMER as per the SLA mentioned in Section 3.2. After incident reported by RAILTEL CUSTOMER, support engineer should be available in RAILTEL CUSTOMER within 2 Hours. The bidder shall raise service request to OEM for any problem/incident reported and should follow the

same till closure. The access to the Web login of the OEM support should also be provided to RAILTEL CUSTOMER. Penalty on delay in response time as per clause 3.3.

2.2. Service Level Agreements

2.2.1. Part Failure : In the event of a supplied part failure of Storage the part should be installed/ replaced within 8.0 hours (subject to availability of downtime), beyond which shall attract penalty as defined in “Part failure” item of the Section 3.3. For the purpose of calculating the penalty, the excess failure time shall be counted but in case number of failures are more than the permissible limit, complete failure period shall be counted for calculation of penalty.

2.3. Penalty for Part Failure and Bidder Response Time

2.3.1. Penalties shall be calculated monthly on the basis of Part failure. The bidder shall have to deposit the due penalty amount within 1 week from the date of issue of demand letter. In case the bidder does not deposit the penalty amount within stipulated time, RAILTEL CUSTOMER reserves the right to recover the due amount as under:

- a) On any other bill pertaining to this contract
- b) From any other pending bills of the bidder in RAILTEL CUSTOMER,
- c) From PWBG Bond furnished for this contract or any other contract of RAILTEL

CUSTOMER. Penalties shall be as per table given below:-

S No	Type of Failure	Minimum uptime Required	Max Permissible number of failures per month	Max Permissible downtime without penalty per month	Penalty Charge
1	Part failure	98%	2	14.4 hours without affecting overall system uptime	Rs 3,000 per hour or part thereof of downtime exceeding the defined SLA

S No.	Service Level Objective	Definition	Target	Penalty Charge
Bidder Maintenance Support				

RAILTEL

1.	Response Time	Average Time taken to acknowledge and respond once a ticket/incident is logged within a month	within 2 hours from a ticket/incident is logged	Penalty of Rs. 1000 per hour for late response after 2 hours
2.	ISO and CMMi Certification validity ended	Valid Certificate of ISO and CMMi from the certifying organization, submitted as per clause 5.1(4). The Bidder should ensure that the certificate should be valid for the contract period.	Maximum Time for renewal of ISO and CMMi certificate – 1 month	I. ≤ 1 months – No Penalty II. > 1 month ≤ 2 months – Rs. 1000/- Per day for invalid of certification. III. > 2 months ≤ 4 months – Rs. 2000/- Per day for invalid. IV. > 4 months and part thereof Rs. 4000/- Per day for ISO or CMMi Certification validity ended.

2.3.2. The overall penalties on account of Service Level Agreements shall be capped to 10% of the total contract value including taxes, duties etc. This is in addition to Liquidated Damages (LD).

In case the total penalty exceeds the maximum limit, RAILTEL CUSTOMER reserves the right to cancel the contract and forfeit the PWBG bond.

2.4. Bidder Support for VMware & Commvault Products

2.4.1. The bidder shall provide 03 year ATS/subscription support for VMware and Commvault products. The ATS/subscription support shall be valid for a period of 03 years from the Date of System Commissioning or 39 months from the date of delivery (Only in case the delay in system commissioning is on the part of consignee) whichever is earlier. The bidder shall maintain the supplied VMware and Commvault products in good working order as per Security SLA & Penalty defined in section 3.5.

2.4.2. The maintenance services shall consist of preventive and corrective maintenance.

2.4.3. Bidder shall nominate an Account Manager based in NCR for coordination with RAILTEL CUSTOMER throughout the maintenance period.

2.4.4. The bidder along with the respective OEMs shall provide on monthly basis reports and install patches, updates and upgrades for the supplied software as per the recommendations and releases done by the OEM by 7th of every month. The bidder should ensure that the security patches are applied as per SLA defined in section 3.5. The plan for any upgrade duly approved by OEM(s), should be submitted to RAILTEL CUSTOMER in advance along with rollback plan for approval. The activity should be planned in coordination and approval of RAILTEL CUSTOMER. Depending on criticality of activity, on instructions from RAILTEL CUSTOMER, the bidder shall arrange the OEM resource at the site. The bidder shall ensure

complete rollback to original status in case of problem and shall take necessary system backups before the activity.

2.4.5. The bidder shall carry out the configuration changes for supplied software as per requirement given by RAILTEL CUSTOMER and shall follow the Change Control Process which shall be jointly defined with RAILTEL CUSTOMER.

2.5. Patching, Security SLA and penalty

S No.	Service Level Objective	Definition	Target	Penalty Charge
Patch, update and upgrade report				
1.	Patch, update and upgrade report	The bidder shall provide monthly patch, update and upgrade report by 7th of every month	within 7th day of every month	Penalty of Rs. 1000 per day of late report received
Security				
2.	Security Patch Application	<p>Security patches must be deployed for all software's supplied by bidder provided by the OEM</p> <p>Systems will be scanned on monthly basis by bidder for identifying missing security patches by Nessus or using other Vulnerability Assessment Solution which shall be provided by RAILTEL CUSTOMER</p>	<p>1. Critical Patch (9 ≤ CVSS ≤ 10) to be applied within 15 days</p> <p>2. High Patch (7 ≤ CVSS < 9) to be applied within 1 month</p> <p>3. Medium & Low Patch (CVSS < 7) to be applied within 1 month</p>	<p>Penalty as indicate below:</p> <p>a) For Critical severity patches penalty will be Rs 3000 per missing security patch</p> <p>b) For High severity patches, penalty will be Rs 1000 per missing security patch.</p> <p><i>*In case of delay in approval of patch rollout by RAILTEL CUSTOMER, then the penalty would not be charged for that period.</i></p> <p><i>*CVSS value as defined by OEM</i></p>

The overall penalties on account of Service Level Agreements shall be capped to 10% of the total contract value including taxes, duties etc. This is in addition to Liquidated Damages (LD).

In case the total penalty exceeds the maximum limit, RAILTEL CUSTOMER reserves the right to cancel the contract and forfeit the PWBG bond.

2.6. Back-to-back Tie-up with OEM

2.6.1. During the warranty support period, the bidder shall have a tie up with the respective OEMs for Backend support for the entire set of hardware and software listed in schedule of requirements (Annexure-I).

2.6.2. The bidder shall furnish documentary proof of backend support including software upgrades, availability of spares, availability of hardware/software module required for scalability for a period of 05 years from the respective OEMs of the products offered (As per format given in Annexure IV).

2.6.3. The tie-up with OEM of the Hardware equipment installed in the Datacentre should cover:

- a) 24x7x365 Support for all supplied hardware equipment with 6 hours call to resolution
- b) Provision to log complaints/ open support cases directly with OEM. For this purpose the required details should be shared with RAILTEL CUSTOMER along with component IDs for all components covered under warranty/maintenance.
- c) Updates of firmware and software.
- d) Root Cause Analysis of all failures – a preliminary report shall be submitted within 24 hours of the failure and a detailed technical analysis report on the root cause from OEM shall be submitted within one week from the date of failure.
- e) Real time monitoring of system and automatic relay of issues to OEM solution centre.
- f) Resolution of performance related issues.
- g) On-site support of OEM for Troubleshooting in case of critical failures, especially for the failures extending beyond the permissible downtime.

2.6.4. Tie-up with OEM for ATS/subsorption support of all supplied. The ATS/ subscription support should cover:

- a) 24x7x365 days escalation support from OEM to be provided through Phone, Email or Site visit depending on the criticality of the Problem.
- b) There should be Provision to log complaints/ open support cases directly with OEM for this purpose the required details should be shared with RAILTEL CUSTOMER along with component IDs for all components covered under warranty/maintenance.
- c) OEM should provide upgrades (latest versions) and updates of the supplied software as part of this ATS/subscription.
- d) Root Cause Analysis of failure and/or incidents along with an Action taken Report to preclude recurrence of similar failures/incidents in future.
- e) Troubleshooting in case of critical failures (system or services) especially for the failures extending beyond the permissible downtime.
- f) Resolution of performance related issues.

Technical Specification for Storage Disk augmentation

HPE Primera A670 (Serial No.- **SGH109YK2K**) (102 TiB SSD capacity (**usable**) at DC site, New Delhi.

S. N.	Item	Description	Compliance(Yes/No)
1	SSD Disk capacity	20 No. of Disks with capacity of each disk minimum 7.68 TB SSD.	

2	Disk Enclosure, Controllers cables and Licenses	Necessary Disk enclosures, cables and all required software licenses (as available in HPE Primera SAN for existing capacity) including remote replication licenses to be supplied.	
3	Support	03 year on-site comprehensive warranty maintenance on 24 x 7*365 with 6 Hour CTR (Call to resolution)	
1) All items supplied should have same OEM part number. 2) For disk compatibility with existing SAN HPE Primera A670, firmware upgradation or any other requirement for smooth SAN upgradation will be handled by OEM (HP).			

******* End of EOI Document *******

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