



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking, Ministry of Railways)
2nd Floor, B-Block, Rail Nilayam, Secunderabad – 500 071.

TENDER TYPE
SPECIAL LIMITED TENDER

RailTel/e-Tender/SLT/SR/DC/2024-25/33, Dt:18-11-2024

NAME OF THE WORK

Implementation of Kubernetes based orchestration platform

INDEX SHEET

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RailTel Corporation of India Limited

A Government of India (Ministry of Railways) Undertaking

Southern Region Head Quarters, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071 (AP)

visit www.railtelindia.com, Tel: 040-27821134 Fax: 040-27820682,

Corporate Office: Plot No.143, Institutional Area, Sector-44, Gurgaon – 122003, NCR (India).

TENDER NOTICE

SLT No: RailTel/e-Tender/SLT/SR/DC/2024-25/33

Dt:18-11-2024

RailTel Corporation of India Ltd., Secunderabad invites sealed tenders for the work “Implementation of Kubernetes Based Orchestration Platform” as per technical specification as per schedule of requirement (SOR) and specification enclosed in the tender document.

SI No	Description of work	Earnest Money (EMD) in Rs.
1	Implementation of Kubernetes based platform	9,18,850/-

Tender downloading starts from	18-11-2024
Last Date for submission of e-bids	09-12-2024 at 15.00 hrs.
Date of Tender Opening	09-12-2024 at 15.30 hrs.
Validity of Offer	60 Days from the date of opening to tender
AMC Period	1 year from the date of commissioning of Platform.
Approximate value of work	Rs.4,59,42,000/-
Address for communication	The Executive Director, RailTel Corporation of India Limited, Second Floor, B-Block, Rail Nilayam, Secunderabad-500071

For Small Scale Units / Micro Small Enterprises/ MSME registered with UDYAM under Ministry of MSME and participating in this tender shall be exempted from depositing Earnest money. Copy of certificate to be submitted along with tender bid and please see para No.2 to avail exemption.

Note: Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from www.RailTelindia.com or from the e-Tendering portal <https://railtel.enivida.com> For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from <https://railtel.enivida.com> e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copies of Tender document will not be sold from RailTel office. **This notice is being published for information only and is not an open invitation to quote in this Special Limited Tender, participation in this tender is by invitation only and is limited to the selected firms. Unsolicited offers are liable to be ignore.**

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

Sd/-
(Sanjeeva Kumar)
JGM/DC-TP/SC
for Executive Director/SR

CHAPTER I**INSTRUCTIONS TO TENDERERS****1.1 TENDERING INSTRUCTIONS:**

The tender document in original along with the schedule filled in and duly signed and stamped on each page, complete in all respects shall be enclosed in an envelope. The Tenderer shall also enclose in his offer that they accept all the RailTel's terms and conditions and have not offered any counter clauses. This envelope shall then be sealed and following shall be super scribed on the envelope

Special Limited Tender No: RailTel/e-Tender/SLT/SR/DC/2024-25/33 Dt:18-11-2024

- 1.2 The Tender will be opened on 09-12-2024 at **15:30 hrs.** If it happens to be a holiday, tender will be opened on the next working day.
- 1.3 Tender sealed and superscripted as mentioned above can also be sent by Courier/Registered Post/ in person, to the above mentioned Office. The Tenders which are received after the time and date specified above shall not be considered. For delays by Department of Posts/courier agency etc., RailTel will not be responsible.

2.0 EARNEST MONEY:

The tenderer shall deposit earnest money along with the tender in favor of **RailTel Corporation of India Ltd., payable at Secunderabad** through online only from any Scheduled bank as detailed below:

SI No	Description of work	Earnest Money Deposit (EMD) in Rs.
1	Implementation of Kubernetes based orchestration platform	9,18,850/-

No bank guarantee for EMD is accepted. Earnest Money of unsuccessful Tenderers shall be returned & that of successful tenderer after supply and acceptance of the material and upon submission of valid SD/PBG. **Tenders without earnest money will be summarily rejected.** However, Firms registered with UDYAM under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD provided they registered tendered items/work and valid and in current. Copy of certificate to be submitted along with tender bid.

Firms registered with UDYAM under Ministry of MSME are exempted from submission of EMD and they are valid and in currency. Copy of certificate to be submitted along with tender bid.

These exemptions shall be applicable provided Tenderer registered with UDYAM and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid UDYAM registration certificate,

otherwise their offer would not be considered, will be treated as invalid and summarily rejected.

As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as below:



Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of EMD and their tender will be summarily rejected.

EMD exemption for - DPIIT

Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT). Valid certificate must be submitted to avail this, without which and their tender will be summarily rejected.

Firms participated availing UDYAM & DPIIT, must submit Bid Security Declaration, (Annexure-VI) without which and their tender will be summarily rejected.

No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract. EMD should remain valid for a period of 90 days beyond the final bid validity period.

Forfeiture of Earnest Money:

When the tenderers withdraw or revised their offer within the validity period, RailTel has the right to forfeit the Earnest Money Deposit.

3.0 Evaluation Criteria:

The Total All Inclusive Rate on FOR destination given in Schedule-A, will be criteria for deciding the inter-se-position and consideration of offers against the Schedule of Requirements given in the Schedule A.

4.0 SECURITY DEPOSIT (SD):

- 4.1 On Receipt of the Letter of Acceptance/PO of Tender from the RailTel, the successful **Tenderer shall deposit an amount equal to 5% of contract value as Security deposit** for due fulfillment of the contract within a period of 15 days.
- 4.2 The Earnest Money already paid by the successful Tenderer may at the discretion of the successful Tenderer be adjusted towards payment of this Security deposit and the additional amount shall be paid in any one of the following forms:

- (a) Demand Draft from any scheduled banks.
- (b) Irrevocable Bank Guarantee issued by any scheduled bank acceptable to purchaser (Proforma of PBG available at Chapter –IV Annexure-1).

4.3 The Security Deposit will bear no interest.

4.4 **The Instruments for security deposit should be valid for three months beyond the defects liability/warranty period and AMC of 1 year.** On successful completion of AMC period and on certification of concerned RailTel engineer, the security deposit will be refunded or Bank guarantee released to the contractor after adjustment of any dues payable by the contractor.

4.5 CONTRACT PERFORMANCE GUARANTEE (PBG):

- 4.5.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer should give a Performance Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank in the Form given in Tender document amounting to **5% of the contract value.**
- 4.5.2 The Performance Guarantee should be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 30 (fifteen) days after issue of LOA/PO and Performance Guarantee should also be submitted within this time limit. The Instruments for Performance Guarantee should be valid for three months beyond the completion period.
- 4.5.3 Performance Guarantee shall be released after satisfactory completion of the work.
- 4.5.4 Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be en-cashed.
- 4.5.5 The balance work shall be got done independently without risk and cost of the original contractor.
- 4.5.6 The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

5.0 GENERAL

- 5.1 All corrections and over-writing must be attested.
- 5.2 The Tenderer should read the conditions carefully and also see the schedule of requirement and technical specifications before submitting the offer. The Tenderers are also advised to go through the Special Terms and Conditions before submitting the Offer.

No counter conditions for the clauses laid down will be permitted. Such offers are liable for rejections without intimation. In all matters of dispute, the decision of the Executive Director, Southern Region, Secunderabad shall be final and binding.

5.3 Tenderer while quoting may specifically note the following: -

- a) Price breakup has to be given as per SOR.
- b) During the course of Supply, any statutory variation in taxes / duties shall be to RailTel account and shall be admissible on production of valid documentary evidence. Tenderer may submit the taxes / duties structure considered by him while quoting the rates.

6 Clause Wise Compliance:

Clause wise compliance statement of the technical specifications and commercial terms & conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses. The tender document issued by RailTel should be signed on each page along with stamp of the company/firm and should be submitted along with bid.

7 Delivery Period: The material should be supplied within 90 days from the date of issue of LAO.

8 Provenness of the material / equipment supplied:

In order to enable the Purchase to assess the Provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

9 WARRANTY PERIOD: One year from the date of commissioning.

10 TERMS OF PAYMENT

- a) For SI no 1 of SOR , 70 % payment of OTC on completion of installation at primary site , 30 % payment of OTC on completion of installation at secondary site and upon certification by end users/Nodal person accompanied with the following documents:
 - Invoice
 - Implementation /Installation of Kubernetes platform.
 - Certificate for Fall Back Clause
 - Technical compliance duly certified by Consignee.

- b) For SI. No 2 of SOR , AMC charges will be paid on the quarterly basis at the end of each quarter and upon certification by end users/Nodal person accompanied by AMC reports.

11 Paying Authority: Bill passing officer is JGM/DC-TP/SR and bill paying officer is Sr.DGM /Finance.

12 GST No : GST of both Vendor & Customer (as per ship to address) details to be mentioned on the bill for arranging payment.

13 Taxes & Duties

The price quoted should be firm, indicating the breakup and inclusive of all taxes & duties like import, custom, c.v.d., ED & Sales Tax, Octroi, Entry Tax, VAT/GST etc as applicable while submission of tender document. The offer should be inclusive of packing, forwarding, freight & insurance charges. Form C will be issued by RailTel Corporation of India Limited if applicable and specified by the agency

14 Others: The details / proof of payment of GST on materials supplied to RailTel if paid shall be furnished along with the invoice.

- 15 Transportation:** The rates quoted should be F.O.R. destination. Place of Delivery will be as per Sub PO issued by respective region.
- 16 Statutory Deduction:** These will be made at source as per the rules prevalent in the area of work.
- 17 Liquidated Damages**
The timely delivery is the essence of this project. Liquidated damages will be applicable at the rate of half percent (0.5%) per week or part thereof for undelivered portion subject to a maximum of **10% of the cost of tenderer quoted value**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the LD.
- 18 Purchaser's Right to Vary Quantities**
The Purchaser reserves the right to increase or decrease by up to 25% of the quantity of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions during currency of the contract.
- 19 Purchaser's Right to accept any Bid and to reject any or all Bids**
The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract 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.
- 20 Annulment of Award - Deleted**
- 21 UNIT PRICES**
- 21.1 The Unit price quoted by the tenderer shall include prices of all materials, incidental charges for transport, loading/unloading and handling of materials, charges for arranging dispatch by rail/road direct from manufacturer's factory. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, arranging placement of Wagon, Siding/shunts charges, banker's charges for Bank Guarantee, Indemnity Bonds inclusive of cost of Stamp etc. As applicable and also the charges, if any, levied by the Railway.
- 21.2 The Unit prices shall include all Taxes, Duties, Royalty and other levies applicable on this contract. Therefore, the firm should quote their prices taking into account any other tax livable on the contract.
- 21.3 The Unit price to be quoted by the tenderers should take into account the credit availed on inputs under the VAT/CENVAT/GST scheme. The tenderers should give a declaration that any set off in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in the price quoted by him. The bidder in this regard may submit the details of breakup of all taxes and duties so that RailTel can avail the CENVAT credit benefits.
- 21.4 The Unit prices quoted in the contract shall be inclusive of all taxes i.e. excise duty, octroi, entry tax, local levies, sales tax levied by any statutory authority, VAT or any other tax. The tenderer will indicate the details of taxes included in the unit prices. Offer received without specific details/ break up of various taxes included in the unit prices are liable to be summarily rejected.

- 21.5 The purchaser shall make statutory deductions if required to do so. The deducted amount shall be remitted to the concerned authority and the purchaser shall in no way be responsible for any disputes between such authorities and the contractor in this regard.
- 21.6 Arrangement for all permits/ licenses required for delivery of materials at site including Road Permits etc. will be the responsibility of contractor and the Contractor will have to make his own arrangements. No import license shall be arranged by the RailTel for this work.
- 21.7 The price shall be firm in Indian Rupees and FOR Destination. No foreign exchange will be made available by the purchaser.
- 21.8 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

22 Offer letter and Validity of Offer

The offer should remain valid for a period of 60 days from the date of opening.

23 Technical & Financial Eligibility: Deleted.

24 Consignee Details: JGM/DC-TP/SC will be the consignee for this work.

25 FORCE MAJEURE CLAUSE:

If at any time during continuance of this Contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine, restrictions lockouts, any statute, statutory rules, regulations, order of requisitions issued by any Government Department or Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such, event is given by either party to the other within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may, at its option, terminate the Contract provided also that if the contract is so terminated under this clause the RailTel may, at the time of such termination, take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

26 ARBITRATION: 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 a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996.

- a. The sole arbitrator shall be appointed by the Managing Director of RailTel Corporation of India Limited. It is expressly understood between the parties that no objection shall be raised at any time after execution hereof to the appointment of the arbitrator by the Managing Director of RailTel Corporation of India Limited including that the person

appointing the arbitrator is connected to and /or employed with the RailTel Corporation of India Limited.

- b. The Venue of the arbitration shall be Secunderabad (India). The arbitration proceedings shall be conducted in English and cost of the arbitration shall be borne between the parties in equal proportion.
- c. The Arbitrator shall give a reasoned award, which shall be binding on the parties.

27 TERMINATION OF CONTRACT:

RailTel reserves the right to interrupt and terminate the contract at any time, should in RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non-procession of equipment's and tools required for the work or defective and mal-functioning equipment's, inability to provide men and material or for any other cause deemed reasonable. In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. The security deposit will be forfeited in such case of termination.

28 GOVERNING LAWS:

This 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.

29 TERMINATION FOR INSOLVENCY:

The purchaser may at any time terminate the order/contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

30 FALL BACK CLAUSE:

The order / contract, if and when placed, will be subject to following fall back clause:

- a. The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class or description to any other purchaser.
- b. The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduced the sale price of such materials or sells such materials to any other person including his

dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into forced of such reduction or sale shall stand correspondingly reduced.

- c. If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of general conditions of tender shall, as far as possible, be applicable or recover the loss.
- d. The contractor shall furnish the following certificate to the concerned account officer along with each bill for payment of suppliers made against the order/contract.

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the order/contract at a price lower than the price charged to the RailTel, Southern Region, under the contract."

31. GST

1. The imposition of any new tax and /or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/ levies / cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of 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 non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues / payments of bidder and make payment to local/ state / Central Government authorities as may be applicable.
2. After imposition of GST as explained clause 1 above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.
3. The break-up of price of each item of SOR in terms of basic unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and nay other Levies/Charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all-inclusive rates (with tax break-up). Even after the introduction of GST, all-inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However, if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.

OFFER LETTER

To,
Executive Director,
RailTel Corporation of India Limited,
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500 071.

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 tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to **supply of Schedule of implementation** given in the Tender Document in Chapter 2 at the rates quoted in the attached schedule and hereby bind myself/ourselves to cover **AMC 1 year** from the date of issue of Purchase Order. 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 for the present contract.

EMD for SOR (Supply and installation) :

2. A sum of Rs. _____ (or) **UDYAM** is herewith forwarded as “Earnest Money”. 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 to that effect.

SIGNATURE OF SUPPLIER (S) with Seal

Date:

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER-II
SCHEDULE OF REQUIREMENT

Name of the Work: Implementation of Kubernetes based orchestration platform

Special Limited Tender No: RailTel/e-Tender/SLT/SR/DC/2024-25/33 Dt: 18-11-2024

Sl. No	Item Description	Quantity	Basic Price	Taxes	Price with Taxes	Total Price	HSN Code
1	Deployment of Kubernetes Cluster, AI-Powered Dashboards, Hyper-Automation Implementation, Reporting and Analytics Integration, Backup and Restoration Capabilities, Security, Compliance, Training, KT & Consultancy etc. at DC-DR (as per technical specifications/requirement given in this tender document)- OTC	1					
2	AMC one year (which will start from the date of implementation at DC-DR) (ARC)	1					
	Grand Total (sl no. 1+2)						
	Grand Total in words						

Note:

- (i) If there is any discrepancy in the total amount and the Unit Rate, the value shown in the Unit Rate shall be considered for the evaluation.
- (ii) Rates quoted should be inclusive of FOR cost etc.
- (iii) Evaluation of the tender is based on total offered value inclusive of all taxes.
- (iv) Bidders Participating as Authorized Partner of CA, MAF specific to tender is mandatory to submit along with Bid (non-submission will result in rejection)
- (v) **Compliance of Technical specification and Special terms and condition** is mandatory to submit along with Bid. ((non-submission will result in rejection)

Signature of Tenderer
with seal

Technical Specifications / Requirement

Sl No	Item Description	Qty
1	Deployment of Kubernetes Cluster, AI-Powered Dashboards, Hyper-Automation Implementation, Reporting and Analytics Integration, Backup and Restoration Capabilities, Security, Compliance, Training, KT & Consultancy etc. at DC-DR- OTC	1
2	AMC one year (which will start from the date of implementation at DC-DR) (ARC)	1

Detailed scope to be performed at RailTel datacenters by the bidder as part of this project requirement:

1. Implementation of fully AI-powered, Kubernetes-based orchestration platform that will future-proof RailTel's data centre services, delivering scalable cloud-native capabilities and includes advanced dashboards, reporting features, hyper-automation.
2. The solution must be configured at both Secunderabad and Gurugram RailTel data centres. Physical infrastructure and network connectivity will be provided by RailTel.
3. Replace outdated virtualization with containerization technologies, specifically Kubernetes
4. Implement AI-powered DevOps automation tools for continuous integration, continuous delivery (CI/CD), and infrastructure management using Kubernetes-native tools.
5. Implementation of Kubernetes clusters to support modern cloud-native applications at RailTel's Hyderabad data centre.
6. The solution must provide access to AI-powered real-time monitoring dashboards for system health, logging, and alerting. The dashboards must provide Holistic view of system performance, compliance reports, and business continuity metrics.
7. The solution must provide RailTel playbooks that support a wide range of frameworks tailored to the needs of modern infrastructure management. These customizable playbooks give executives actionable insights for infrastructure and application management, with industry-standard reports.
8. The solution should provide options for smooth migration from legacy VMware-based systems to a modern, Kubernetes-based architecture. The platform should provide complete lifecycle management of Kubernetes clusters and should integrate with DevOps workflows to streamline updates and reduce costs that include Low-Code Deployment and End-to-End CI/CD Integration.
9. The solution should enable RailTel to provide Data Centre as a Service with a Marketplace-themed Self-care Portal.
10. The solution should provide robust backup and restoration services that are crucial for maintaining data integrity and ensuring business continuity for RailTel's infrastructure
11. These capabilities include:

A. Automated Backups:

- i. Scheduled and On-Demand Backups: The solution should offer automated daily, weekly, and monthly backup scheduling as well as on-demand backups for critical moments (e.g., pre-deployment, post-migration).
- ii. Incremental and Full Backups: Users should configure full or incremental backups to minimize storage costs and enhance backup efficiency.

B. Cross-Data Centre Replication:

- i. Data Should be backed up across multiple RailTel data centres, ensuring redundancy and reducing the risk of data loss during outages or disasters.
- ii. Seamless replication between Hyderabad and other RailTel facilities should be facilitated using high-speed links, ensuring business continuity.

C. Quick Restoration:

- i. One-Click Restoration: Simplified restoration capabilities for quickly bringing applications and services back online from the most recent backup.
- ii. Granular Recovery Options: Should be able to restore individual files, containers, or full clusters depending on the recovery need.
- iii. Disaster Recovery (DR) Services: The solution should integrate with RailTel's Disaster Recovery plan to facilitate quick recovery times in case of critical failures.

D. Security and Encryption:

- i. End-to-End Encryption: All backups should be encrypted at rest and in transit to ensure data confidentiality and compliance with security standards.
 - ii. Role-Based Access Control (RBAC): Only authorized personnel should have access to backup and restoration processes, ensuring data security.
12. Provide detailed documentation (soft copies) of the implementation along with the design documents, operational manual, credentials and any other information related to this project. Complete Knowledge Transfer and Training to RailTel DC team for managing the solution.
13. Scope of AMC: Comprehensive annual maintenance services covering platform upgrades, performance optimization, security patches, and incident management.

In addition to the above scope, successful bidder is responsible for:

1. Submission of periodical reports of the support services as required time to time.
2. Detailed documentation of the activities performed as part of the tender should be maintained.
3. Data confidentiality and privacy should be strictly complied during the contract period and thereafter as well.
4. Escalation matrix should be provided for all support services.
5. Dedicated Project manager for SPOC services should be provided by the successful bidder.
6. The responses should be submitted strictly in the prescribed format along with documents in support of information submitted therein by the responding service provider.
7. RailTel reserves the right to modify, expand, restrict, scrap, re-float or cancel interests at any stage without assigning any reasons. Any interests received after the stipulated time period or not in accordance with the specified format will be summarily rejected. Delivery of the responses along with documents against the interests will be the sole responsibility of the responding bidder.
8. The successful bidder will provide a system for raising support tickets against all the service requests/issues, call logs, trouble tickets. The SLA monitoring will start as and when the support ticket is raised. The response time and the resolution time of the services provided will be calculated using the tool and the SLAs will be finalized accordingly.
9. All designs, codes, developing platforms, developing techniques and workmanship shall be in accordance with the highest accepted standards for this type of work.

10. The bidder shall supply complete set of technical/ operations and maintenance manuals (as applicable) along with the delivery. The cost of such manuals supplied will be included in the cost of the system.
11. RailTel shall not be responsible for any incident or accident happening at the site due to the negligence of the personnel deployed by the bidder. The bidder shall bear all the losses incurred, the claims thereon and shall absolve RAILTEL against all such claims.
12. All the knowledge transfer, handover-takeover activity by the human resources leaving the project to the human resources joining the project services to be handled by the bidder smoothly.
13. No allowances including night shift allowances, monetary benefits etc... will be provided by RailTel to the Manpower if deployed as part of the services
14. Bidder must provide all the necessary information and cooperation required by RailTel to diagnose and remedy the Fault related to this project.
15. Bidders shall share the details of Root Cause Analysis (RCA) and proactive measures to be taken to prevent the re-occurrence of the issue wherever required for all the issues reported.
16. Bidder's team must not make any configurational changes in the RailTel servers/infrastructure without approval of Competent Authority (CA) in RailTel.
17. Bidder may suggest RailTel any measures to be taken for fine tuning the existing data centre services. RailTel shall process it internally and take necessary actions wherever applicable.
18. If any services, functions, or responsibilities are not specifically described in this scope, but are an inherent, necessary, or customary part of the services, and are required for proper performance, smooth running of the applications as well as devices or provision of the services under the scope, they shall be deemed to be included within the scope of the services and shall be provided by the vendor at no additional cost to the RailTel.
19. Bidder must comply all the statutory obligations as per Government of India norms time to time.
20. SLA Terms and Conditions:

$$\text{Service Availability (SA)} = \frac{[(\text{TT})-(\text{EU})-(\text{PU})-(\text{SU})]}{[(\text{TT})-(\text{EU})-(\text{PU})]} \times 100\%$$

Service Availability means the aggregate percentage of hours in a calendar month during which the data center service is actually available to the RailTel customer.

TT (Total Time) - means the total hours in the calendar month. E.g., 30*24=720 hours in a 30-day calendar month

EU (Excused Unavailability) – means the agreed aggregate number of hours in any month that RailTel shall seek to carry out troubleshooting or upgrade to the infra, with intent to better the services. This unavailability will be subject to prior written consent and confirmation from the customer.

PU (Planned Unavailability) – means the aggregate number of hours in any month during which the services unavailability is requested by RailTel to carry out any checks, configuration changes, preventive maintenance of RailTel infra.

Examples of activities covered:

- Anti-virus @ Patch updates
- Routine preventive
- Preventive maintenance of utilities like AC, UPS, Server Room
- Application version upgrades

Consideration of EU and PU are subject to prior approval of RailTel.

SU (Service Unavailability) – Shall mean an unscheduled disruption/failure/unavailability of resources related to the services in any data service offered by bidder as per the tender.

The issues reported will be classified under three categories

- a) P1 (Severity One): System is down, and business is impacted
- b) P2 (Severity Two): System is degraded with no impact on business
- c) P3 (Severity Three): Information-based queries related to the solution stack

Penalties w.r.t. issues on the quarterly bill shall be calculated as per Table A (Table A)

Severity	Response Time	Resolution Time
P1	15 Mins	2 Hours
P2	15 Mins	4 Hours
P3	15 Mins	8 Hours

The bidder shall ensure the service level requirements (SLR) for all the components. The SLA calculation will be on a quarterly basis.

Sl. No	Availability of 'Services'	Penalty
1	>= 99.9%	No Penalty
2	>= 99.5% to < 99.9%	0.5-day equivalent payment/support period
3	>= 99% to < 99.5%	01-day equivalent payment/support period
4	>= 98.5% to < 99 %	03-days equivalent payment/support period
5	>= 98% to < 98.5%	05-days equivalent payment/support period
6	>= 97% to < 98 %	07-days equivalent payment/support period
7	< 97.00 %	09-days equivalent payment/support period

Chapter III

E-tendering Instructions to Bidders

General

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com> E-Procurement system (E-NIVIDA).

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the E-NIVIDA Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage –..... (Single/Two) Envelope': In this, bidder has to submit both Technical and Financial bid in single envelope "ONLINE."

E-NIVIDA Helpdesk

Please visit Helpdesk section on E-NIVIDA Portal.

Phone No.: - 011-49606060 / 9205898228

Mail id: - eprocurement@RailTelindia.com

RailTel Contact-1 (for general Information)

Shri. Sanjeeva Kumar: JGM/DC&TP

Telephone : 9949036346

E-mail ID: sanjeeva@railtelindia.com

RailTel Contact-II (for general Information)

Shri. Naga Hari Krishna: AGM/DC/SC

Telephone: 9701725906

E-mail ID: nagaharikrishna@railtelindia.com

2. Bid related Information for this Tender (Sealed Bid)

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

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Packet (Credential/ Techno commercial Bid & Price Bid in one cover)
4. Online response to Terms & Conditions of Tender.
5. (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 E-NIVIDA Portal.

2.1 GUIDELINES FOR REGISTRATION

- 2.1.1** Bidders are required to enroll on the e-Procurement Portal (<https://railtel.enivida.combidderRegistration/newRegistration>) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
- 2.1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.1.3** 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 bidders.
- 2.1.4** 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.
- 2.1.5** Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.1.6** 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.
- 2.1.7** The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- 2.1.8** After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@RailTelindia.com for activation of account.

2.2 SEARCHING FOR TENDER DOCUMENTS

- 2.2.1** There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- 2.2.2** Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.3 PREPARATION OF BIDS

- 2.3.1** Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3.2** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 2.3.3** 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 Color option which helps in reducing size of the scanned document.

2.3.4 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, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

2.3.5 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. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

2.4 SUBMISSION OF BIDS

2.4.1 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 other issues.

2.4.2 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.

2.4.3 Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.

2.4.4 In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.

2.4.5 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.

2.4.6 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.

- 2.4.7** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.8** 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.
- 2.4.9** 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.

3. Online Submissions:

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

- a)** EMD submission **through E-NIVIDA portal.**
- b)** Tender Cost submission **through E-NIVIDA portal.**
- c)** Power of attorney to be submitted online. Original copy is needed to be submitted by the successful bidder before issuance of LOA, if requested by RailTel.
- d)** In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

4. 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 re-schedule the affected event(s).

5. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on E-NIVIDA Portal <https://railtel.enivida.com/>. In addition to submitting the e Tender documents online, they should also submit cost of tender document through E-NIVIDA.

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

6.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 E-NIVIDA Portal.

7. 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.

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Chapter IV
Proformas

Annex-1

Proforma for Performance Bank Guarantee

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: 2nd Floor, B Block, Above Syndicate Bank Rail Nilayam Building, Rail Nilayam, Secunderabad. -500071

2. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or 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.

3. We, Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

4. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(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) / Supplier(s) shall have no claim against us for making such payment.

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
(1) We shall be discharged from all liability under this Guarantee thereafter.

We,.....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) Supplier(s).

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

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

Dated the day of 2024/25

for
(Indicate the name of the Bank)

Witness

Annex-2**PROFORMA FOR STATEMENT OF DEVIATIONS**

- (1) The following are the particulars of deviations from the requirements of the tender specification.

Clause	Deviation	Remarks (including justification)
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- (2) The following are the particulars of deviations from the requirements of the instructions to Tenderers, General and Special Conditions of contract-

Clause	Deviation	Remarks (including justification)
--------	-----------	--------------------------------------

Signature and seal of the
Manufacturer/Tenderer.

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Annex-3

Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To
M/s. RailTel Corporation of India Ltd.
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500071.

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded to our company as per your award letter no. _____ dated _____
Against the above PO/LOA participated/awarded to us, we authorize you
make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned
below:

1. Name of the agency as given in Bank account :
2. Authorized Person Name :
3. Authorized Signatory Details for GST (Name, Email ID
And Phone Number) :
4. Email and Phone No:
5. Name of the Bank :
6. Bank Branch & address :
7. Bank account no :
8. Bank account type (savings / current/Over Draft) :
9. IFSC code :
10. NEFT Code :
11. Agency's Address :
12. Agency's telephone & mobile no :
13. GST Registration Details :
14. PAN No :
15. MSME/NON-MSME :
16. Women Owned(Y/N) :

We also enclose herewith a copy of canceled cheque of the above mentioned bank account
for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

**Certified that the particulars furnished at item no. 1 to 16 above are correct as per our
records.**

**Signature of Authorized
Official from the bank.**

Annexure-4

**Format for Bid Security Declaration
(On Non-judicial stamp paper of Rs. 100/-)**

Whereas, I/We _____(Name of Agency) has submitted bid for _____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit :-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date