



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र,
19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नंबर- 34/1, ब्लॉक-जी एन,
सेक्टर- V, साल्ट लेक सिटी, कोलकाता- 700091
(CIN: L64202DL2000GOI107905)

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking), Eastern Region,
19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block -GN,
Sector- V, Salt Lake City, Kolkata -700091

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

“चित्तरंजन लोकोमोटिव वर्क्स में रेलनेट के उन्नयन के लिए 5 साल की वारंटी
समर्थन और रखरखाव के साथ राउटर, फ़ायरवॉल, स्विच, एसएफपी और डेटा
संचार सहायक उपकरण की आपूर्ति, स्थापना और कमीशनिंग”

के कार्य के लिए

निविदा दस्तावेज़

TENDER DOCUMENT

for the work of

“Supply, Installation & Commissioning of Routers, Firewall, Switches, SFPs, and Data Communication Accessories for Upgradation of RailNet at Chittaranjan Locomotive Works with 5 years warranty support and maintenance”

निविदा संख्या (Tender No.): RailTel/Tender/SLT/ER/HQ/2026-27/1607,
Dt. 09.07.2026

खुलने की तिथि (Date of opening): 20.07.2026



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

RailTel Corporation of India Ltd.

(CIN: L64202DL2000GOI107905)

Eastern Region

19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block -GN,
Sector- V, Salt Lake City, Kolkata -700091

विशेष सीमित निविदा सूचना

Tender Notice No. RailTel/Tender/SLT/ER/HQ/2026-27/1607, Dt. 09.07.2026

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

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (RailTel), पूर्वी क्षेत्र "चित्तरंजन लोकोमोटिव वर्क्स में रेलनेट के उन्नयन हेतु 5 साल की वारंटी समर्थन और रखरखाव के साथ राउटर्स, फायरवॉल, स्विचेस, SFPs और डेटा संचार एक्सेसरीज़ की आपूर्ति, स्थापना एवं कमीशनिंग" कार्य के लिए सीलबंद बोलियाँ आमंत्रित करता है।

RailTel Corporation of India limited, Eastern Region invites Tender in Single Stage Single Packet system for the work of "Supply, Installation & Commissioning of Routers, Firewall, Switches, SFPs, and Data Communication Accessories for Upgradation of RailNet at Chittaranjan Locomotive Works with 5 years warranty support and maintenance".

विवरण इस प्रकार हैं:/ The details are as under:

a)	निविदा दस्तावेज़ डाउनलोड के लिए उपलब्ध Tender Document available for download	09.07.2026
b)	बोली जमा करने की अंतिम तिथि और समय Last date & Time for Submission of Bids	20.07.2026 at 15:00 hrs.
c)	बोलियाँ खोलने की तिथि और समय Date & Time of opening of Bids	20.07.2026 at 15.30 hrs.
d)	प्रस्ताव की वैधता Validity of offer	60 days from date of opening of tender
e)	वितरण, स्थापन और चालू करने की अवधि अवधि Delivery, Installation & commissioning period	Within 60 days from date of issue of Purchase Order.
f)	अनुमानित लागत (जीएसटी सहित) Estimated cost (Incl. GST)	Rs. 1,96,20,985.00
g)	बयाना राशि जमा (ईएमडी) Earnest Money Deposit (EMD)	Rs. 3,93,000.00
h)	निविदा दस्तावेज़ की लागत (जीएसटी सहित) Cost of Tender Document (Incl. GST)	Rs. 1,770.00

नोट: चूंकि यह एक कार्य निविदा है, इसलिए MSE/स्टार्टअप कंपनियों को निविदा दस्तावेज़ लागत (TDC) और बयाना जमा (EMD) जमा करने से कोई छूट प्रदान नहीं की गई है।

Note: As this is a works tender no exemption has been provided to MSE/Startup firms from submission of Tender Document Cost (TDC) and Earnest Money Deposit (EMD).

निविदा सूचना और निविदा दस्तावेज़ RailTel की वेबसाइट <https://www.railtel.in> या e-Nivida पोर्टल <https://railtel.enivida.com> (e-Nivida) पर उपलब्ध हैं और डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए बोलीदाता को अनिवार्य रूप से e-Nivida पोर्टल से निविदा दस्तावेज़ की आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी।

Tender Notice and Tender Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Nivida portal <https://railtel.enivida.com> (e-Nivida). For online bid submission the bidder will have to necessarily download an official online copy of the tender document from e-Nivida portal.

बोलीदाता बोली को तैयार करने, प्रस्तुत करने/बोली में भाग लेने से संबंधित सभी लागतों को वहन करेगा। बोली प्रक्रिया के आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए क्रेता किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा।

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

अपूर्ण निविदाएं और ईएमडी और निविदा दस्तावेज़ की लागत के बिना निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी।

Incomplete tenders and tenders with insufficient EMD will be summarily rejected.

यह निविदा अविभाज्य है।

This tender is non-divisible.

ऑफ़लाइन दस्तावेज़ जमा करने का पता (Address for submission of offline Documents):

प्रधान कार्यकारी निदेशक/ पूर्वी क्षेत्र, रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड,
19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नंबर- 34/1, ब्लॉक-जी एन,
सेक्टर- V, साल्ट लेक सिटी, कोलकाता-700091

Principal Executive Director/ Eastern Region, RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block -GN,
Sector- V, Salt Lake City, Kolkata -700091

सावधि जमा रसीद (एफडीआर)/ईएमडी किसी अन्य रूप में स्वीकार नहीं की जाएगी।

Fixed Deposit Receipt (FDR) / EMD in any other form will not be accepted.

प्रस्तावों की वैधता

Validity of offers:

निविदा प्रस्तावों को निविदा खोलने की तिथि से 60 दिनों की अवधि के लिए स्वीकृति के लिए वैध माना जाता है। अपूर्ण निविदाएं और ईएमडी और निविदा दस्तावेज़ की लागत के बिना निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी।

The tender offers are deemed to be valid for acceptance for a period of 60 days from the date of opening of the tender. Incomplete tenders and tenders without EMD & Cost of Tender Document will be summarily rejected

वरिष्ठ प्रबंधक /निविदा

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र/कोलकाता के लिए

Sr. Manager/Tender

for RailTel Corporation of India Ltd. Eastern Region/ Kolkata

INDEX

Chapter	Content	Page No
Chapter-1	Offer letter	5
Chapter-2	Schedule of Requirement	6 - 7
	Annexure-A: Price Schedule for Indigenous Items	8
Chapter-2A	E- Tendering instructions to bidders	9 - 13
Chapter-3	A. Scope of Work & Technical Requirement.	14 - 23
	B. Inspection, Installation, Testing and Commissioning	24 - 30
	C Training, Vendor Data Requirement, Documentation and Design Guidelines	31 - 34
Chapter-4	Commercial Terms and Conditions	35 - 53
Chapter-5	Bid Data Sheet (BDS)	54
Chapter – 6	Form No. 1: Performa for Performance Bank Guarantee	55 - 56
	Form No. 2: Performa for System Performance Guarantee	57
	Form No. 3: Performa for Affidavit to be submitted by tenderer	58 - 59
	Form No. 4: Performa for Signing the Integrity Pact by tenderer (Not Applicable)	60
	Form No. 5: Performa for Manufacturer Authorisation Form	61
	Form No. 6: Format for Power of Attorney	62
	Form No. 7: Undertaking from OEM	63 - 64
	Form No. 8: Performa for the Long Term Maintenance Support (Not used)	65
	Form No. 9: Performa for Nil Deviation	66
	Form No. 10: Contract Agreement	67 - 68
	Form No.11 : Declaration of Clean Track Record/ No Blacklisting	69
	Annexure-1 Guidelines regarding provision for procurement form a bidder shares land border with India.	70 - 71

OFFER LETTER

Tender No. RailTel/Tender/SLT/ER/HQ/2026-27/1607

Dt. 09.07.2026

To,

RailTel Corporation of India Limited,
Eastern Region, 19th Floor,
Aurora Waterfront Building,
Plot no. 34/1, Block -GN,
Sector - V, Salt Lake City,
Kolkata -700091.

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **60 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **60 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. _____ (amount in words) through e-Nivida Portal herewith submitted as **“EMD”**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready,

or

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

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

SIGNATURE OF ONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

Tender No.: RailTel/Tender/SLT/ER/HQ/2026-27/1607

Dt. 09.07.2026

Chapter-2**SCHEDULE OF REQUIREMENTS (SOR) & PRICE BID**

Name of the work: Supply, Installation & Commissioning of Routers, Firewall, Switches, SFPs, and Data Communication Accessories for Upgradation of RailNet at Chittaranjan Locomotive Works with 5 years warranty support and maintenance

SN	Item Description	Qty.	Unit	Unit Rate in Rs. (Incl. GST)	Amount in Rs. (Incl. GST)
1	Supply, Installation, Commissioning of Router as per technical specification with 5 years warranty, support & maintenance	2	Nos.		
2	Supply, Installation, Commissioning of Firewall in HA with Firewall Analyzer and Firewall License Websense Filtering, Anti-Spam, Anti-Virus, IPS, Application Control, SSL-VPN as per technical specification with 5 years warranty, support & maintenance, with 2000 users	1	Nos.		
3	Supply, Installation, Commissioning Core switch in HA as per technical specification with 5 years warranty, support & maintenance	1	Nos.		
4	Supply, Installation, Commissioning of Switch as per technical specification with 5 years warranty, support & maintenance	2	Nos.		
5	Supply of 40G QSFP LR 10 km as per technical specification	10	Nos.		
6	Supply of 10G SFP BD LR 40 km as per technical specification	32	Pair		
7	Supply of 1G Electrical SFP as per technical specification	8	Nos		
8	Cat-6 cabling including supply of Cat-6 cable and PVC pipe/conduit	200	Mtr		

9	Optical Patch Chord (LC-LC 10Mtr.)	20	Nos		
10	Optical Patch Chord (LC-FC 10Mtr.)	10	Nos		
11	Optical Patch Chord (LC-LC 5Mtr.)	30	Nos		
12	Optical Patch Chord (LC-SC 20Mtr.)	10	Nos		
13	Optical Patch Chord (LC-SC 10Mtr.)	10	Nos		
14	Optical Patch Chord (LC-SC 5Mtr.)	10	Nos		
15	Optical Attenuator-5 dB (LC type)	10	Nos		
16	Any other items required for commissioning	1	Lump sum		
	Total Amount Quoted (Rs.) (in fig.)				

Rates shall be quoted in Excel sheet downloaded from eNivida portal only

Note:

- I. The product offered should not be declared EOL or EoS by OEM.
- II. Back-to-Back Warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid.
- III. The bidder will have to arrange POC for the same within week if RailTel asked for POC.

Annexure-A

Tax Breakup for SOR

SN	HSN Code	Description	Total Qty.	EX-Factory Price (Basic Unit Price exclusive of all levies and changes) (in Rs.)	Pkg & Forwarding Charges		Freight & Insurance Charges		Other Charges and Levies	CGST, IGST, SGST & GST		Price Per Unit (all inclusive) for delivery at destination (4+6+8+9+11)
1	2	3	4		%	Amt (in Rs.)	%	Amt (in Rs.)	Amt (in Rs.)	%	Amt (in Rs.)	Amt (in Rs.)

(to be filled in eNivida portal only)

Information to Bidder for Compliance:

- Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance (transit) and freight etc.
- Tenderer to give the detailed Bill of Material including break up of total unit cost.
- All items should be quoted as per technical specifications defined in Chapter-3.
- In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
- The Tenderer/Bidder may be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.
- OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.
- Equipment offered shall have complete data sheets and detailed description on OEM websites.
- Bidder shall submit the detailed BOM of the equipment's offered. The detailed BOM shall indicate quantities of various modules/sub-modules/cards/Licenses required for each equipment's.
- GSTIN ID of vendor must be furnished from where goods will be supplied
- Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- Non-compliance of following will lead to summarily rejection of Bidders bid: i. Tender document Cost ii. EMD.**
- The bidder must quote for all items in the SOR, and the evaluation will be carried out on an overall basis.

Chapter - 2-A

E-tendering Instructions to Bidders

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

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

2. REGISTRATION:

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

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

document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.

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

6. ASSISTANCE TO BIDDERS:

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

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

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information) Upendra Kumar Singh: AGM/IMP
Telephone 033 44009905

E-mail ID: upendrakumarsingh@railtelindia.com

RailTel Contact-II (for general Information) P D James: Sr. Mgr./Tender
Telephone 033 44009950

E-mail ID: pdjames@railtelindia.com

7. BID RELATED INFORMATION FOR THIS TENDER

The entire bid-submission would be online on RailTel E-Nivida Portal. Broad outline of submissions are as follows:

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

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

8. ONLINE SUBMISSIONS:

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

- a) EMD submission as per details mentioned in tender notice.
- b) Tender Cost submission as per details mentioned in tender notice.
- c) Power of attorney to be submitted online in accordance with Clause – 34, Chapter 4 Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted online.

9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:

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

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

In case there is a problem at the e-procurement/ e-auction service provider’s end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events,

and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:

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

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

11. SUBMISSION OF OFFERS AND FILLING OF TENDER:

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

12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

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

13. E- REVERSE AUCTION:

Not used

(End of Chapter- 2A)

Chapter – 3A

Scope of Work and Technical Requirements

1. Scope of Work:

- (a) The bidder has to supply, install, configure and commission the all system as per customer requirement.
- (b) Warranty and support of all equipment and period of all required licenses shall be valid for 5 years and will be considered from date of commissioning/PAC. Any license required during execution period, shall be arranged by bidder.
- (c) Bidder shall arrange the support from OEM as and when required.
- (d) The bidder shall deploy qualified Engineer for installation and commissioning. The same support shall be provided during the AMC period as and when required.
- (e) Router, Firewall & Core switch shall be configured and deploy in HA.
- (f) All Licenses should be in the name of RailTel Corporation of India Ltd or RailTel's designated customer and RailTel should be able to log the support calls directly with the OEM.
- (g) The bidder should provide comprehensive technical support services for all the software and hardware supplied for the entire period of the contract. Any software / firmware enhancement through update and upgrade released during the contract period shall be supplied, installed, and configured without any additional cost to RailTel. The successful bidder must inform RailTel in advance about the impact / benefits of such update/upgrade on the features of the product.
- (h) The bidder shall depute experienced engineers on site as and when required and within 24 hrs during any failure.
- (i) The bidder needs to submit an undertaking from OEM clearly mentioning that quoted product is not getting end-of-support for five (5) years from the last date of submission of tender.
- (j) Bidder shall handover all the deployment documents, SOP, architecture, system credentials whatever applicable, after commissioning.
- (k) Any additional hardware/ licenses required directly or indirectly to meet the objective will be the responsibility of the Partner(s) without any extra cost to RailTel.
- (l) RailTel's decision to meet the scope/ end objective will be final.
- (m) Any change in solution/ OEM will require prior approval of RailTel. Both the parties will support each other. A Joint Working Group (JWG) will be formed consisting of officials/ executives each from RailTel and the successful Bidder.
- (n) All responsibilities shall lie with the bidder until the commissioning of the system.

2. TECHNICAL REQUIREMENTS:

1. Technical Specifications for Router (SOR item 1):

Sl. No.	Description
1	Router with minimum 4x10G SFP+ port & 4x1G SFP Port, capable of delivering 5Gbps ILL link at customer locations.
2	Router shall have minimum of 44 Gbps (full duplex) forwarding bandwidth at layer 2 Routing fabric.
3	Router shall have minimum 45 million packets (64 Byte packets) per second forwarding rate.
4	Router shall have a minimum of 16K MAC address space.
5	Router should support minimum 250 VLANs.
6	Router should have inbuilt redundant power AC power supply 110 VAC to 240 VAC
7	Should support Dual Images.
8	Should support Optical Transceiver Digital Diagnostic Monitoring.
9	Should support port mirroring and jumbo frame.
10	Should support following security features viz.:
	i) Broadcast/Multicast/Unicast Storm Control,
	ii) Control plane DoS Attack Prevention
11	Router should support following SNMP traps or Syslog:-
	i. Interface UP & Down.
	ii. Optical power SFP threshold alarms.
	iii. STP Topology Changes and New root bridge.
	iv. LLDP table changes.
	v. Power Supply (Primary and Secondary) down and Up alarms in case of redundant power supply.
	vi. Threshold traps like CPU, Chassis Temperature and Memory.
	vii. CFM and LFM alarms.
12	Router should comply to following Temperature performance parameters:

	I) Operating Temperature - min -40 degree Celsius to -65 degree celsius
	II) Storage Temperature - min -40 to 70 °C (-40 to 158 °F)
13	The Router shall be designed for continuous operations with have a dual fan system. The vendor shall state if it is a fan less architecture.
14	Should be IPv6 feature ready from day 1.
15	Device should have IP SLA monitoring (or equivalent functionality) for Latency, Packet drop, Jitter etc. and should also support SNMP polling for IP SLA monitoring.
16	Routers should support following Metro Ethernet Features.
	i. ITU-T G.8032 Ethernet Ring Protection designed for loop protection.
	ii Should support multiple Ring up to 8 ring (Main and Sub Ring) protection failover within 50 ms. Or ITU-T G.8032 v2.
19	Routers should support following MPLS/IP Features.
	ii. The Router shall support MPLS-FRR or IP-FRR to ensure high availability
	iii. The Router shall support Ethernet protection based on ITU-T G.8032 with OAM (Ethernet OAM compliant with IEEE 802.3ah/Y.1731) features like LFM, CFM and Performance monitoring.
	iv. The Router shall support point to point VPWS or multipoint Virtual Private LAN service
	v. The LAN Router shall support an IGMP/IGMPv3 snooping function.
	vi. The Router shall support PIM-SM. Static RP/BSR/Auto-rp support is required.
	vii. The Routers shall support policy QoS including - policy based classification, bandwidth control and scheduling.
20	Routers should support following features Scaling values.
	i. Should support maximum 32K number of IPv4 Routes
	ii. Should support maximum 8K number of IPv6 Routes
	iii. Should support 5 level of MPLS Labels lookup
	iv. Should support maximum 128 No of L3 VRF/L2VPN
	v. Should support MPLS label-Switching router (LSR & LER) functionality
	vi. Any Licenses, software required for meeting the requirement should be available from day 1 and bidder to consider in the offer.
	vii. The OEM shall ensure that the use of third party optics shall not be explicitly blocked on the Router. Router must support all MSA complied optics available in market
	viii. Router should support GRE tunnels (RFC 2784) or equivalent for creating tunnel on IP
21	Warranty: 5 years

2. Technical Specifications for Core firewall with Analyzer (SOR Item 2):

S No	Minimum Specification
1	The Firewall Should be hardware based , reliable, purpose - built security appliance with hardened operating system.
2	8 x 1 GbE RJ45 Ports, 8 x 1 GbE SFP Slots, 4 x 10GE SFP+ slots populated with Multi Mode transceiver from day one, 4x10 /25 GbE SFP+/SFP28 slots It Should have 2xUSB-A 3.0 Port, 1x RJ45 Console Port, 1x 1 GbE RJ45 HA and 1x GbE Management Ports
3	Appliance must have integrated 2 nos. of 480GB SSD (in RAID) storage.
4	The solution must provide at least 25 Gbps threat protection throughput after enabling all threat protection modules/features under the realistic traffic conditions with multiple protocols and packet size.
5	Firewall must support at least 25 million Layer-4 connection oriented concurrent sessions / 15 million Layer-7 with HTTP concurrent sessions
6	Firewall must support at least 600,000 Layer-4 connection- oriented sessions per second / 400,000 Layer-7 with HTTP sessions per second
7	Firewall must detect failure using interface monitoring / path monitoring
8	Must support SYSLOG, SNMP (V1, V2c, V3), RADIUS/TACACS, NetFlow/slow or equivalent, VRF
9	Should support high availability (Active - Active & Active - Passive)
10	The proposed solution should support integration for authentication via : active directory, internal database and should support captive portal
11	Should support NAT, PAT, ISP WAN Link Balancing : multiple internet connections , auto - link health check , automatic failover , automatic and weighted balancing
12	Should support Static Routing and dynamic routing like RIP v2, OSPF v2/v3, BGP v4 & Policy Based Routing/Forwarding
13	Should have dual redundant power supply from day 1
14	Firewall must support at least 05 virtual firewall systems and firewall virtualization must be for every feature which are IPS, Application control, Antivirus, Anti-malware, URL filtering, SSL inspection, IPsec VPN, QoS and bandwidth management.
15	Firewall must support SSL inspection, IPsec VPN, QoS and bandwidth management.
16	Solution must have at least 100 remote VPN license from day one and should support scalable to 1000 in future by adding additional license.
17	Should support SDWAN with application path selection and routing
18	Should support next - gen IPS deep packet inspection engine , custom IPS signatures .Should have Advanced Threat Prevention.
19	Should be able to detect and block network traffic attempting to contact command and control servers.
20	Should provide fully transparent proxy for anti - malware and web - filtering , HTTP and HTTPS scanning on a per user or network policy basis with customizable rules and exceptions .
21	Should have enhanced application control with signatures for applications
22	NGFW should be MTCTE (TEC) Certified and RoHS Compliant

23	The proposed Firewall / Firewall Operating System (OS) should possess valid Global Common Criteria certification such as EAL / NDPP / NDcPP or should be certified under the Indian Common Criteria Certification Scheme (IC3S)
24	Appliance must have Trusted Platform Module (TPM) to enhance security by securely storing cryptographic keys used for encryption and decryption.
25	The proposed solution shall provide an independent hardware-based runtime integrity verification mechanism capable of continuously validating system files and detecting unauthorized modifications post-boot. The mechanism shall operate out-of-band and must initiate automated remediation in case of compromise.
26	Should have Support and Warranty for 5 Years with Security Subscription / License for Firewall, IPS, Application Control, Web/URL/DNS Filtering, Antimalware, Antibot, Antispam & Cloud Sandbox
27	Solution should offer dedicated reporting appliance from the same OEM of proposed NGFW.
28	Reporting appliance must have 4 TB or more local storage.
29	Reporting solution should have built in reporting template for ready use as well allow to create custom report as per requirement.
30	Solution should have options for schedule and on demand basis report generation facility.
31	All hardware shall be AC operated (110 VAC to 240 VAC).

3. Technical Specifications for Core Switch (SOR Item 3):

S. No.	Detailed Technical Specifications
1	Hardware and interface requirements:
1.1	Switch should be a stackable switch with minimum 48 x 10/100/1000Base-T ports and 4 x 1G/10G SFP+ uplink ports and Should support 400Gbps stacking /Virtual chassis bandwidth(Stacking port should be separate other than the mentioned uplink ports).
1.2	Switch should have Out of Band Management Port and console port.
2	General requirements
2.1	Switch should support a stack of 8 switches.
2.2	Switch should have minimum 4 GB DRAM and 16 GB Flash/Storage
2.3	Should support Non-blocking hardware architecture & Modular OS
3	Performance requirements:
3.1	Switch should support a switching bandwidth of 176 Gbps for line rate performance of a fully populated switch
3.2	Switch should have minimum 130 Mpps Forwarding rate for line rate performance of a fully populated switch
4	Layer 2 Switching
4.1	Switch should support minimum 90K MAC addresses per system
4.2	Switch should support Jumbo frames – 9,000 bytes & 4K active VLANs.
4.3	Switch should support IEEE Standards of Ethernet: 802.1ak(MVRP),802.1ab(LLDP), 802.1d(STP), 802.1ad, 802.1Q, 802.1s(MSTP) , 802.1w(RSTP), IEEE 802.1X , 802.3ad(LACP) , 802.3x
5	Layer 3 Routing
5.1	Switch should support IPv4 and IPv6 static routing
5.2	Switch should support VRRP, RIP v1/v2, OSPF v1/v2, BGP ,IS-IS,RIPng ,EVPN-VxLAN and BFD from day-1
5.3	Switch should support MLD , MLDv2
5.4	Switch should support IGMP v1, v2, v3 , IGMP Snooping , MLD snooping

5.5	Switch should support PIM-SM, PIM-SSM, PIM-DM
6	Quality of Service (QoS) requirements
6.1	Switch should support Marking, policing, and shaping
6.2	Switch should support WRED , 802.1p
6.3	Switch should support Strict priority (SP), Weighted Deficit Round-Robin (WDRR) or Equivalent
6.4	Switch shall support minimum eight hardware queues per port.
6.5	The switch must support L2-L4 traffic classification, including MAC address (L2), VLAN (L2), IP address (L3), DSCP (L3), and TCP/UDP port (L4) based filtering, prioritization, and access control for efficient traffic management and QoS enforcement.
7	System Management and Administration
7.1	Switch should support for embedded RMON/RMON-II for central NMS management and monitoring
7.2	Switch should be managable through CLI, SSHv2 and HTTP/HTTPs
7.3	Switch should support FTP/TFTP/Secure Copy for upgrading the operating System
7.4	Switch should support TELNET /SSH , DNS , NTP ,SNMPv1 , SNMPv2c and SNMPv3
7.5	Switch should support IEEE 802.3ah.
7.6	Switch should support port mirroring and minimum number of monitoring sessions should be 4.
7.7	Switch should have configuration rollback feature
8	Security features
8.1	Switch Should support Port, VLAN and Router based Access control lists (ACLs)
8.2	Should support minimum 500 Security Access Control Entries
8.3	Switch should support MAC limiting
8.4	Switch should support Proxy ARP , DHCP Snooping
8.5	Switch Should support IP Source Guard , DAI and IPv6 Security feature like IPv6 RA Guard and IPv6 Neighbor Discovery Inspection, Control plane DoS protection
8.6	Switch should support L2-L4 ACL
8.7	Switch should support RADIUS, TACACS+ authentication , NTP
9	Environmental Requirements
9.1	Switch should support operating temperature 0° to 45°C
9.2	Switch should support relative humidity of 5% to 90% noncondensing
10	Certifications:
10.2	Switch/Switch series should be tested for its Operating System for EAL 3/NDPP/NDcPP or above under Common Criteria Certification
10.3	Switch should be UL-60950-1or better, FCC Part 15, VCCI, EN 55024/55032, EN 300386, CAN/CSA 22.2 No.60950-1 or better, Reduction of Hazardous Substances (ROHS) certified
11	Warranty:
11.1	The product should be supplied with a 5 years Product warranty. The OEM should have a 24x7 support centre. OEM should have an India toll-free number reflected on the official website.
11.2	OEM should have not announced the “End of Sale” and “End of Life” for the proposed product till the last date of bid submission.
12	Power supply:
12.1	Switch should be loaded with redundant, hot-swappable AC power supplies (110 VAC to 240 VAC).

4. Technical Specifications for Switch (SOR item 4, AC Operated):

Sl. No.	Minimum Specifications
1	Hardware and interface requirements:
1.1	The switch should be a stackable switch with minimum 24 x 10/100/1000Base-T access ports and 4 x 1G/10G SFP+ uplink ports. Additionally there should be 4 x 10/25G SFP28 ports which can be used for either uplink or stacking / virtual chassis formation.
1.2	The switch should support a stacking / virtual chassis of 10 switches and 200 Gbps Stacking / Virtual Chassis interconnect bandwidth.
1.3	The switch should have min. 4 GB RAM and 8 GB Flash
2	Performance requirements:
2.1	Switch should support a switching bandwidth of 328 Gbps for line rate performance of a fully populated switch
2.2	Switch should have minimum 244 Mpps Forwarding rate for line rate performance of a fully populated switch
3	Layer 2 Switching:
3.1	Switch should support minimum 64000 MAC addresses and 32000 ARP entries per system.
3.2	Switch should support Jumbo frames – 9,000 bytes
3.3	Switch Should support minimum 1000 Active VLAN's
3.4	Switch Should support Port-based VLAN and MAC-based VLAN
3.5	Switch Should support 802.1Q VLAN tagging
3.6	Switch Should support Voice VLAN
3.7	Switch should support ITU-T G.8032: Ethernet Ring Protection
3.8	Switch Should support LLDP
4	Layer 3 Routing
4.1	Switch should support IPv4 and IPv6 static routing
4.2	Switch should have VRRP, MSDP, IGMP V1/V2/V3, OSPFV2/V3, RIPng and Bidirectional Forwarding Detection (BFD) features from day-1.
4.3	EVPN-VXLAN, BGP, multiprotocol BGP (MBGP) and IS-IS routing protocols should be supported through license upgrade in future, if required.
5	Quality of Service (QoS) requirements
5.1	Switch should support Class-based queuing with prioritization
5.2	Switch should support Queuing based on VLAN, interface and port
5.3	Switch should support Marking, policing, and shaping
5.4	Switch should support WRED
6	System Management and Administration
6.1	Switch should support Software upgrades
6.2	Switch should support SNMPv2 and SNMPv3
6.3	Switch should support IPv6 Management including Neighbor discovery, Logging, Telnet, SSH, Web, SNMP, NTP and DNS
6.4	802.1ag -connectivity fault management
7	Security features

7.1	Switch Should support Port, VLAN and Router based Access control lists (ACLs)
7.2	Should support minimum 1K Security Access Control Entries
7.3	Switch should support MAC limiting
7.4	Switch should support Dynamic ARP Inspection (DAI)
7.5	Switch should support DHCP snooping
7.6	Switch should support L2-L4 ACL
7.7	Switch should support Control plane DoS protection
8	Services and Manageability
8.1	Switch should be manageable through CLI, Web Interface, SSHv2 and HTTP/HTTPs
8.2	Configuration backup via FTP/secure copy
9	OEM Qualification Criteria
9.1	The OEM must be placed as Leaders in the latest Gartner Magic Quadrant for Wired and Wireless LAN.
9.2	All the Routers and L3 Switches must be from same OEM to improve operational efficiency.
9.3	The OEM should have 24x7 technical assistance center and tollfree call logging facility
9.4	The OEM should have at least two spare depots in Eastern India.
10	Certifications and compliances
10.1	Should be Reduction of Hazardous Substances (ROHS) 6 compliant
10.2	Should comply with the following EMC requirements
	FCC 47CFR Part 15 Class A
	EN 55024
	ICES-003
	CISPR 24
10.3	Should comply with the following Security requirements
	UL 62368-1 and 60950-1
	IEC 62368-1 and 60950-1
	CSA-C22.2 No. 62368-1 and 60950-1
11	Power Supply
11.1	Switch should be loaded with redundant, hot-swappable AC power supplies (110 VAC to 240 VAC).
12	Warranty
12.1	Switch should be provided with hardware replacement warranty and ongoing software upgrades for all major and minor releases for a period of 5 years.

5. Technical Specifications for 40G QSFP LR 10 km (SOR Item 5):

Sr. No.	Description	Requirements	Compliance
1	Connector	Dual LC/UP	
2	Signalling rate, each lane	40 Gbps (10 Gbps per lane)	
3	Standards compliance (Ethernet/OTN Standard, for e.g. 100GBASE-LR4)	40GBASE-LR4	
4	Operating Temperature (range)	0° C to 70° C	
5	Transmitter output power, each lane (minimum, maximum)	-4.3dBm, 4.5 dBm	
6	Cable type	SMF	
7	Receiver input power, each lane (minimum, maximum)	-10.6dBm, 4.5 dBm	
8	Monitoring available	Digital optical monitoring	
9	Transmitter wavelengths (range)	1294.53nm through 1296.59 nm	
		1299.02nm through 1301.09 n	
		1303.54nm through 1305.63 n	
		1308.09nm through 1310.19 nm	

6. Technical Specifications for SFP (10G) BD 40Km (SOR Item 6):

Srl. No.	Technical Specification
1	SFP module should comply with multi-source agreement (MSA), enabling compatibility with equipment of Watchdog, Zyxel, Edgecore, Techroute, CISCO, Juniper, D-Link, Nokia, Ciena etc.
2	Should support 30 - 40km. optical distance on single fiber
3	Should have LC type connector
4	Transmitted Optical Power range: 2.00 dBm. ~- 1.00 dBm. Received Optical Power range: 1.50 dBm. ~ - 17 dBm.
5	Should quote rate in pair (BX U & D)
6	Should have 10 Gigabit Ethernet capacity on single mode fiber.
7	Should support Digital Diagnostic Monitoring feature with following operating parameters: Transceiver temperature" 0 ~ 70 deg C Laser bias current Transceiver supply voltage: 3.3V It also provides a sophisticated system of alarm and warning flags
8	OEM should be having valid ISO 9000 Certificate
9	Should have CE and FCC and UL or equivalent regulatory compliances
10	Operating temperature of the SFP should be minimum 0 to 70°C (23 to 149 °F)
11	Complies with SFF-8431 SFP+ MSA (Multi-Source Agreements Standards)
12	Complies with 1270nm & 1330nm DFB laser transmitter & CPRI Option 7, 8
13	Should support 9.83G to 11.32Gb/s Multi-Rate & 2-wire interface for management and diagnostic monitor compliant with SFF-8472
14	Warranty: 1 Year

7. Technical Specifications for SFP 1G Electrical (SOR Item 7):

S. No.	Technical Specification
1.	SFP-GB-GE-T 1000BASE-T Copper Small Form Pluggable (SFP) modules are based on the SFP Multi Source Agreement (MSA). It is compliant with the Gigabit Ethernet and 1000BASE-T standards as specified in IEEE STD802.3 and 802.3ab.
2.	SFP-GB-GE-10/100/1000BASE-T SFP Copper RJ-45 100m Transceiver.
3.	LAN1000Base-T
4.	Gigabit Ethernet over Cat6/Cat6a Cable
5.	Switch to Switch Interface
6.	Router/Server Interface
7.	Support RX_LOS as Link indication function
8.	Fully Metallic Enclosure for Low EMI
9.	Low Power Dissipation(1.05WTypical)
10.	Compact RJ-45 Connector Assembly 1000BASE-TSFP COPPER RJ-45 100M TRANSCEIVER
11.	For 100m Reach Over UTP Cat6/Cat6a Cable
12.	Hot-Pluggable SFP Footprint
13.	Support 1000BASE-T Operation in Host Systems
14.	Access to Physical Layer IC via 2-Wire Serial Bus
15.	Compliant with MSA SFP
16.	Detailed Product Information in EEPROM
17.	Compliant with IEEE Std 802.3-2002
18.	Commercial Temperature Range: 0~70°C Extended Temperature Range: -5~85°C Industrial

8. SOR Item 8: As per instruction of site engineer of RailTel and customer requirement.

CHAPTER-3-B

INSPECTION AND INSTALLATION, TESTING & COMMISSIONING

1. TESTS AND MEASUREMENTS: Not Applicable

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

1.1 TEST CATEGORIES

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

- i) Factory Acceptance Testing (FAT): Not Applicable
- ii) Pre-commissioning test (after installation) for total integrated system. Not Applicable
- iii) Site Acceptance Testing (SAT)
- iv) Trial Run / Field Trials.

Under exceptional circumstance, if it is not feasible to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of certified manufacturer test report. In that case preliminary inspection of the equipment shall be arranged by the vendor at a suitable facility within India and detail inspection at site as per mutually agreed testing procedure. Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel.

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

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

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

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

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

1.1.5 Test Report: The observations and test results obtained during various tests conducted

shall be compiled and documented to produce Test Reports by Tenderer. The Test Reports shall be given for each equipment/item and system as a whole. The report shall contain the following information to a minimum:

1.1.5.1 Test results

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

1.1.5.3 The data furnished shall prove convincingly that:

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

1.1.6 Failure of Cards/Components:

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

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

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

1.1.7 Re-adjustments:

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

1.2 **FACTORY ACCEPTANCE TESTING (FAT) - Not Applicable**

Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per bid requirements and review of Pre-Factory acceptance results & shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are offered. The factory acceptance testing shall be conducted in the presence of the Purchaser/Engineer. The tests shall be carried out on all equipment/items including those supplied by Sub-vendors and factory acceptance certificates shall be issued. The factory tests shall include but not be limited to:

1.2.1 **Equipment Testing:**

- 1.2.1.1 Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- 1.2.1.2 Electrical checks including internal wiring, external connections to other equipment etc.
- 1.2.1.3 Check for assuring compliance with standards mentioned in the specifications.
- 1.2.1.4 Individual check on each/module/sub-assembly in accordance with the modes and diagnostics programs of the Tenderer.
- 1.2.1.5 Checks on power consumption and heat dissipation characteristics of various equipment.
- 1.2.1.6 Environment testing and other laid down tests in Type Tests plan of the specification of the equipment.
- 1.2.1.7 **Functional testing.**
- 1.2.1.8 Any other test not included in FAT document but relevant to the project as desired by the Purchaser/Engineer.

All equipment's materials fittings and components will be subject to inspection by the purchaser or his representative at the manufacturer's factory/tenderer works before dispatch and no materials shall be dispatched until these are inspected and/or approved.

Under exceptional circumstance, if it is not feasible to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of certified manufacturer test report. In that case preliminary inspection of the equipment shall be arranged by the vendor at a suitable facility within India and detail inspection at site as per mutually agreed testing procedure. Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel.

1.2.2 **System Integration Testing:**

Functional and performance test should be conducted for the complete system/ all major equipment constituting the system (including the equipment supplied by sub-vendors, as applicable) simulating the complete network with appropriate network elements. All equipment shall be connected using the same cables (interfaces/components) as will be used during final installation so that the system can be tested in its final configuration.

1.3 INSTALLATION:

After inspection of material and acceptance, installation shall be started.

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

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

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

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

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

1.4 PRE-COMMISSIONING: Not Applicable

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

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

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

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

1.5 SITE ACCEPTANCE TESTING (SAT)

On completion of commissioning, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the Tenderer under the presence of Purchaser/Engineer.

1.6 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

On installation of the equipment, the contractor shall certify and advise RailTel Supervisor where equipment has been installed, in writing that the installation is (i) completed (ii) ready for satisfactory commercial service and (iii) ready to be handed over. After successful completion of Site Acceptance Testing, a report (SAT) shall be forwarded to **Contract Management Authority i.e. Sr. DGM/Project**. Provisional Acceptance Certificate (PAC) will be issued by **Contract Management Authority i.e. Sr. DGM /Project**. PAC will not be held back for want of minor deficiencies not affecting the functioning of the equipment. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

1.7 TRIAL RUN/FIELD TRIALS

Upon conclusion of the site acceptance testing, the Tenderer shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period Tenderer shall provide all specialist Engineers & Technicians including experts at the NMS to maintain the total log, incidents, failures & for assisting site engineer & for total co-ordination. However, the normal operation and maintenance of the system shall be performed by the personnel of the Purchaser trained for the purpose.

If during 'TRIAL RUN/FIELD TRIALS' any defect is noted in the system, the Tenderer shall rectify, replace the same to the satisfaction of Purchaser/Engineer. The decision to repeat the final test or restart the 'Trial / Field Trials' shall be of Purchaser/Engineer depending upon the severity of the defect.

During trial run / field trial, if any fault occurs to any equipment of system, Tenderer shall identify and rectify the same and provide report, history of all faults to the Purchaser.

Ideally, during the 'TRIAL RUN / FIELD TRIALS', no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept for each manned/unmanned station and the availability of the system on per hop and end to End basis shall be calculated, accordingly and results submitted to Purchaser/engineer. If the system fails to come up to the guaranteed performance, the Tenderer, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the Tenderer. In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages. If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser shall be free to take any action as he deems fit against the Tenderer and to bring the system to the guaranteed performance with the help of third party at the expense of the Tenderer.

1.8 FINAL ACCEPTANCE CERTIFICATE (FAC)

The final acceptance of the works completed shall take effect from the date of successful completion of 60 months after issue of PAC provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate against the contract shall be issued by Contract Management Authority i.e. Sr. DGM /P/ER. Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto. Deductions on a pro-rata basis will be made for any undelivered services/items during the contract period.

1.9 QUALITY ASSURANCE

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

Chapter – 3C

TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES

1. TRAINING:

Not used

2. VENDOR DATA REQUIREMENT AND DOCUMENTATION

One set of Documentation shall be supplied with each system. In addition, 12 more sets of full documents shall be supplied. All documents and manuals shall be in English language only.

The following documents for the complete system shall be supplied and approved by Purchaser/Engineer in order to start inspection:

- a. System description, System configuration diagram & Connectivity diagram
- b. Detail technical manual of each type of equipment
- c. Equipment interconnection diagram including details of various interfaces, signaling protocols used at each stage.
- d. Layout of equipment and space requirements for each station.
- e. Installation manual including installation procedure and commissioning.
- f. Supervisory configuration, alarm list, operator interface etc.
- g. Maintenance manual of each type of equipment containing:
- h. Preventive maintenance procedures.
- i. Trouble shooting/repairs procedures including failure analysis shall provide exhaustive information about repairs including but not limited to removal, reinsertion of components and cards, repairs, adjustments, tuning, calibration, tools required for a particular operation, test points, including turnaround time for repair and the details of the maintenance support service center to be furnished in the bid and all other maintenance related details.
- ii. Expansion possibilities of the system without causing deterioration in the system performance.
- iii. Any other data, document not specifically mentioned, but required for the satisfactory testing, installation and commissioning, operation and maintenance of the system shall be provided.
- iv. Documents to be supplied after trial runs but before System commissioning (Acceptance of the System by Purchaser/Engineer).

3. DESIGN GUIDELINES

- i) Equipment shall conform to the similar housing standards and shall preferably be integrated in one 19"/21" rack.
- ii) All equipment shall have sufficient number of alarms and supervisory indications and shall be provided with self-diagnostic facilities. All alarms and monitoring & diagnostic facilities shall be built-in & shall be displayed on the front panel of the equipment for ease of maintenance. It shall be possible to transmit these indications, parameters to the control

station /NMS on real time basis.

- iii) The healthy/unhealthy condition of the units shall be displayed by different color LEDs/Lamps.
- iv) For important switches, the maintenance personnel shall provide controls on the front panel with suitable safeguard to avoid accidental operation. Manual changeover should be performed by more than one sequential operating procedure to avoid accidental operation.
- v) All equipment shall be immune to EMI; RFI interference generated by any nearby source & shall meet the latest international standards in this regard.
- vi) The equipment shall be capable of functioning with minimum maintenance and shall be preferred to have no requirement of any preventive maintenance.
- vii) All patch cords shall be provided with connectors matching to the cable used and shall have identification markings.
- viii) All sub-assemblies or modules, switches and controls and the circuit components shall be so mounted as to permit their replacement without appreciable disturbance to other components.
- ix) If the vendor is not using distributed power supply system on individual module basis then the Power supply cards shall be duplicated (1+1). However, one standalone power supply card shall be able to run the system for its entire lifetime.
- x) All equipment sub racks, housings shall be provided with antistatic wristbands, if required for safe handling of Cards.
- xi) The equipment should have modular design and should be configurable in number of operational modes to perform complex and different network functions without need of any additional software.

CHAPTER – 4

COMMERCIAL TERMS AND CONDITIONS

1. Offer letter and Validity of offer

- 1.1.** The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2.** The offer should remain valid for a minimum period of 60 Days from the date of opening of tender as indicated in Bid Data Sheet (BDS) Chapter 5.

2. Warranty

- 2.1** The warranty would be valid for a period of 60 months from the date of issue of Provisional Acceptance Certificate/ Commissioning date. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 2.2** If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 2.3** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
Note- Warranty and Support of all product/solution supplied must be available for 5 years (60 months) from the date of PAC/ commissioning. In addition to this bidder along with OEM undertaking must be submitted with the statement that product support shall not be end of life/end of support for next 5 years from the date of PAC/ commissioning.
- 2.4** Tenderer shall provide five years onsite comprehensive warranty from the date of PAC/ commissioning for all the components commissioned at site and the responsibility for smooth functioning of the components shall rest upon tenderer during this period of warranty.
- 2.5** The comprehensive onsite warranty includes replacement of all such hardware/items necessary for keeping the network in perfect working order and condition at all the times during the period of the warranty from any defects/ disturbance or any unscheduled call for corrective and maintenance services, by taking appropriate steps on time to set right the full functioning of the network.

- 2.6 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 2.6 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 2.7 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.
- 2.8 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

2.9 Warranty Support

- 2.9.1 Material for repair during Warranty Period shall be handed over /taken over to contractors engineer at RailTel CLW/Chittaranjan.
- 2.9.2 During the warranty period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.
- 2.9.3 During the free warranty maintenance period contractor should stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a

reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free the same also will have to be done by the contractor at no cost to RailTel as to make good all the deficiencies.

2.11 Replacement Services

If the contractor fails to replace the equipment within a week, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than one week and up to two weeks (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than two weeks and up to three weeks (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than three weeks and up to four weeks (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than four weeks (from the date of receipt)	Full cost of affected part/module RailTel may terminate the contract in this case.

3.0 Long term Maintenance Support:

Not used.

4.0 Delivery Period

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

5. Payment Terms

Payment will be done after submission of the following documents:

- i. Invoice.
- ii. Delivery Challan
- iii. Undertaking against Fall Clause
- iv. Inspection Certificate
- v. Consignee's receipt
- vi. Warranty guarantee certificate of OEM
- vii. E-way bill
- viii. Performance Guarantee
- ix. A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification

70% of value on full supply Equipment on receipt by the consignee site duly inspected and accompanied with above mentioned documents

20% against Installation & Commissioning of the system in all respect and after site acceptance testing.

The remaining 10% balance will be disbursed into five equal instalments of 2% each, payable annually upon successful completion of each year. (2% after completion of every year). A service report shall be signed and submitted each year.

6. Performance Bank Guarantee (Security Deposit):

The successful bidder has to furnish security deposit in the form of Performance Bank guarantee* @ 10 % of issued PO/ LOA value, submitted in the form of online transfer or FDR or irrevocable Bank Guarantee from any commercial bank (either private or PSU but not from any cooperative bank or NBFC) 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 cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

- 6.1 PBG claim period should also be till 1 year after PBG Validity.

* Roundoff nearest higher Rs. 1000/-

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

Detail for online SFMS confirmation using the platform is as below:

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

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transferonly.

- 6.6 The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the contractor.
- 6.7 A Performance Bank Guarantee (PBG) shall be furnished within 30 (thirty) days of issue of LOA/PO and it should be valid for a period of 4 months beyond the date of completion of all contractual obligations of the Bidder including warranty obligations.

7 Taxes & Duties:

- 7.1 The price quoted in the offer should be firm, fixed indicating the break up and inclusive of all taxes and duties like import, custom, anti-dumping, CGST, IGST, SGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

- 7.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- 7.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filled under GST act.
- 7.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST act.

In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes

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

8 Insurance

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

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

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

9 Liquidated Damages

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

10 Transportation

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

11 Statutory Deduction

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

12 Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified tenderer has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria shall be summarily rejected.

12.1 Eligibility Criteria for OEM:

1. The OEM should submit a self-certificate confirming that the offered equipment or series/family has satisfactory performance and complies with all requirements as per the specifications.

2. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Router/Switches and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training, repair and service center facilities in India also. The certificates/Undertaking along with the complete address for the same will have to be submitted along with bid.
3. All the document of the OEM should be in English/Hindi language only. Document other than English/Hindi will not be entertained. However, Tech. Specification and details should be in English only.
4. OEM should not have been banned by any Govt./Semi Govt./PSU/State Govt./Any Telecom entity in India for the supply of the material. An undertaking to this effect signed by the authorised signatory to be submitted by OEM.

12.1 Eligibility Criteria for Bidder:

- a. The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 1. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 2. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 3. One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
 - b. In case of tenders for composite Contracts, tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 1. Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 2. Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 3. One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.
- # Similar work: "Supply of Datacom/ IT /ICT /Telecom equipment" for any Government department or Public Sector Units or public listed companies, Private TELECOs, (as per note below).

Note-1: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity. To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Note-2: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial

years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate).

In case a contract is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

12.3 Financial Eligibility Criteria:

The bidder should have minimum cumulative turnover from operations in the previous three financial years (FY: 2022-24, FY: 2024-25, FY: 2025-26) and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

1. The Bidder should have registered office in India for a minimum period of 3 years as on scheduled date of bid opening. Certificate of incorporation will have to be submitted.
2. The Bidder should have authorization specific to this tender from respective OEM as per Form No.5
3. The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation.

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

12.4 RailTel reserves the right: -

- a) To verify, if so desired, the correctness of documentary evidence furnished by the tenderer.
- b) To verify the successful operation and performance of qualifying projects and tenderer shall arrange permission for the same.

- c) To carry out capability assessment of the bidder(s) including referral to in-house information.
- d) RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to accept/reject any or all tenders without assigning any reason.

System Performance Guarantee

- 13.1 The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.
- 13.1 This certificate in the Proforma given in **Chapter 6 Form No. 2**, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

14. Evaluation of Offer:

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

15. Security Considerations & Security Agreement:

- 15.1 While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 15.2 The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender.
- 15.3 The Network is being provided primarily to meet the requirement of Indian Railways. Accordingly, the network shall take into consideration the National Security requirement and National Security aspects indicated by the Indian Railways.

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

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

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

16.2 Rate Contract Terms

Not used

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

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

18. Execution of Purchase Order

18.1 The successful bidder has to submit the copy of the Purchase order duly signed on each page including Annexures & will submit the Performance Bank Guarantee as per Clause no. 6 for due fulfillment of the PO.

18.2 If the successful bidder fails to submit the accepted copy of PO and required PBG within 30 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. The Tenderer shall also submit the inspection plan, Implementation plan etc. within 30 days period.

18.3 In the event of any tenderer, whose tender is accepted, refuses to execute the PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

19. Annulment of Award

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

20. Earnest Money Deposit (EMD)/ Bid Security

20.1 The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money through e-nivida Portal.

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

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

20.4 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as

possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

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

20.6 Earnest Money will bear no interest.

21. Preference to make in India:

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

21.1 Local Content:

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.
- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of "Local Content" and "Imported Content" for each SOR item as per DPIIT's PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of

the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.

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

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

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

21.2 Bidders sharing a land border with India:

Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per point D of Form No. 07 shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order Refer Annexure-I

22. Offer/ Bid Prices

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

- 22.4 Fall Clause: - The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of purchase order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.
23. **Clause wise Compliance**
 Clause wise compliance statement of the Technical Specifications (Chapter 3) and Commercial Terms & Conditions (Chapter 4) shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.
24. **Inspection**
- 24.1 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / tenderer's works/site by RailTel's authorized representative. At least part of the material should be offered for inspection within 60 days of issue of confirmed Purchase Order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ tenderer, free of cost. Under exceptional circumstance, if it is not possible to carry out pre-dispatch inspection at manufacturer's premises, Exemption for the same shall be obtained from competent authority.
- 24.2 Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programs, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 24.3 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ tenderer's account.
- 24.4 In case necessary facilities to carry out tests/witness inspection is not available at tenderer site, such may be conducted at consignee site on basis of RailTel's approval against bidders request.
25. **Force Majeure**
- 25.1 If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 25.2 In the event of a Force Majeure, the affected party will be excused from performance

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

26. Settlement of Disputes and Arbitration

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

27. Governing Laws:

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

28. Termination for Default

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

- 28.1 If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- 28.2 If the tenderer fails to perform any other obligation(s) under the contract; and

28.3 If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

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

29. Risk & Cost

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

30. Termination for Insolvency

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

31. Rates during Negotiation

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

32. Clarification Requests

It is solicited that the written queries/ clarifications may be sent to the RailTel's office latest by date as indicated in the Bid Data sheet (BDS) through e-mail to (in word/excel format).. The clarification should be submitted in the below given format:

SN	Page No	Chapter No.	Tender Clause No.	Bidders Query	Justification/Reason
1					

33. Submission of Offers

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

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

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

33.4 The tenderer shall submit his bid online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to e-nivida Portal.

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

33.5.1 Offer Letter complete.

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

33.5.3 Earnest Money in prescribed form.

33.5.4 Audited balance sheet duly attested by Notary Public.

33.5.5 Constitution of Firm and Power of Attorney.

33.5.6 Clause wise compliance to tender conditions.

33.5.7 Copies of purchase orders and other documents in support of meeting qualifying criteria.

33.5.8 Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.

33.5.9 Documentary proof of equipment being proven and working for more than 6 months in India or outside India along with user certificate and Contact Details of user/firm.

33.5.10 Technical proposal of tenderer in conformity with system design or alternative proposal of the tenderer, if any.

33.5.11 System Performance Guarantee as per Chapter 6 Form no. 2

33.5.12 The manufacturer claiming to qualify under the scope of rules for PMA (Preferential Market Access) must submit the declaration of VA (Value Addition) as required under the issued notification for the specified period (2017-18, 2018-19 & 2019-20).

33.5.13 Any other information desired to be submitted by the tenderer.

33.5.14 NIL Deviation certificate.

33.5.15 Integrity pact as per Chapter 6 Form no. 4

34. Constitution of Firm and power of Attorney

34.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-

34.1.1 As sole proprietor of the concern or as attorney of the sole Proprietor.

34.1.2 As a partner or partners of the firm.

34.1.3 As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

34.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the

Purchaser for verification, if required.

- 34.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 34.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 34.5 The duly notarized Power of Attorney shall be submitted online and Original copy is need to be submitted by the successful bidder before issuance of LOA.

35. Opening of Bids:

- 35.1 Bids received form the Bidders shall be opened on due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of RailTel and the Bidders. However, this tender document does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.
- 35.2 RailTel shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Chapter.
- 35.3 To facilitate evaluation of Bids, RailTel may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

36. Non-Transferability & Non-Refund ability

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

37. Errors, Omissions & Discrepancies

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

38. Wrong Information by Tenderer

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

The envelope with offline documents shall be addressed to the Purchaser at the following address:

RailTel Corporation of India Limited,

Eastern Region, 19th Floor, Aurora Waterfront Building,
Plot no. 34/1, Block -GN, Sector - V, Salt Lake City,
Kolkata -700091.

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

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

40. **Limitation of Liability:**

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

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

41. **Credential Verification:**

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

- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.
42. **Mandatory updation of Labour Data on Railway's shramikkalyan portal:**
- 42.1 Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyam.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyam portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyam portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyam portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient of engaged contractual labour & payments made thereof after each wage period.
- 42.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyam portal at 'shramikkalyam.indianrailways.gov.in' till_Month_Year."
43. **Integrity Pact Program:**
Not Applicable
44. **For Micro and Small Enterprises (MSEs):**
- 44.1 "RailTel is registered with mlxchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for mlxchange Platform is <https://www.mlxchange.com>. MSE suppliers/vendors are required to register

themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

- 44.2 MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 44.3 MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- 44.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.
45. **NIL Deviation Compliance:**
Bidder is required to submit the “NIL Deviation compliance undertaking” for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 9 (Chapter-6).
46. **Contract Agreement:**
On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the RailTel may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the RailTel shall be entitled to forfeit the EMD and to forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

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

CHAPTER – 5**BID DATA SHEET (BDS)**

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

Clause	Description
Clause 1.2	Validity of offer 60 days.
Clause 2	Warranty: 60 months from the Date of System Commissioning (PAC).
Clause 4	Delivery Period: Supply, installation and commissioning within 60 days of issue of LOA/PO.
Clause 12	12.1 Eligibility Criteria of OEM 12.2 Eligibility Criteria of Bidder
Clause 16	Purchaser's Right to Vary Quantities: (A) Upto maximum extent of +/- 50% subject to following condition i. Upto +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.
Clause 20	Earnest Money Deposit (EMD)/ Bid Security Rs. 3,93,000/-
Clause 32	Clarification Requests: Last date of Submission of Clarification Date: 15.07.2026 till 18:00 Hrs
	Pre-Bid Meeting : Not applicable
Clause 33	Last Date of Submission of Offer Date: 20.07.2026 Time: 15:00 hours
Clause 35	Date of Opening of Tender Date: 20.07.2026 Time: 15:30 hours

CHAPTER-6

Form No - 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(to be in accordance with stamp act)

(To be used for Performance Guarantee value beyond Rs. 5 Lacs from approved Scheduled Commercial Bank and not from any Cooperative Bank or NBFC)

1. In consideration of the RailTel Corporation of India Limited., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (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 Performance Guarantee 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 and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs .

3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.

4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in

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

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

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

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

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

Dated the _____ day of _____, 2026

for
(indicate the name of the Bank)

Witness:

1. Signature
Name
2. Signature
Name

Note: The claim period shall be 1 (one) year from the date of expiry.

Form No.2

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

The Principal Executive Director,
 RailTel Corporation of India Limited,
 19th Floor, Aurora Waterfront Building,
 Plot No. 34/1, Block GN, Sector-V, Salt Lake,
 Bidhannagar, Kolkata-700091.

I / Wehereby guarantee that the design on the basis of which we have submitted our tender nohas been carefully made to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
 Seal

Signature of witness:

1.
2.

Form No.3

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

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer)**

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of RailTel Corporation of India Limited, Eastern Region, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:
Dated:

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

Form No.4

PROFORMA FOR SIGNING THE INTEGRITY PACT

Not Applicable

Form No.5

Dated:

.....

Principal Executive Director,
RailTel Corporation of India Ltd.
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake City, Bidhannagar,
Kolkata-700091

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

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

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of
.....(Product details), having our registered office at
.....

We hereby authorise M/s (bidder name), Office
..... to participate in bid and subsequently upon award of
the bid to execute the supply of our range of products against your above said bid.

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

Thanking you,
Best regards,

Authorised Signatory

Form No.6

Format for Power of Attorney

POWER OF ATTORNEY

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

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

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

(Add in the case of a Consortium)

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

Dated this the ____ day of ____ 2026

(Signature and Name of authorized signatory)

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

Seal of the Company

Witness 1:

Witness 2:

Notes:

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

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

**Principal Executive Director,
RailTel Corporation of India Ltd.**

Dated:

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

Sub: OEM Undertaking

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

Dear Sir,

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

A. We undertake/Certify that

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

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

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

C. We Certify that,

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

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

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

(iii) Security breach or damages to system, if any, so caused by any embedded

malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.

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

or

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

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

Seal and signature of the authorized representative of
OEM

Place :

Date :

Form No. 8

PROFORMA FOR LONG-TERM MAINTENANCE SUPPORT

Not used

Form No.9**PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING**

(To be signed by the Bidder)

To,
Principal Executive Director.
Eastern Region,
RailTel Corporation of India Ltd.,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V,
Salt Lake, Bidhannagar,
Kolkata-700091

Sub: NIL Deviation Compliance of Tender No.

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

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

Format of Annexure (Deviation Statement)

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

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

Seal and signature of the bidder

Place :

Date

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

Form No. 10**CONTRACT AGREEMENT**

(CA No. _____ for the work of “Supply, Installation & Commissioning of Routers, Core Firewall, Switches, SFPs, and Data Communication Accessories for Upgradation of RailNet at Chittaranjan Locomotive Works with 5 years warranty support and maintenance”

This AGREEMENT is made at _____ on this _____ day of _____ two thousand and Twenty Six, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi- 110023 and Eastern Regional Office at 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 acting in the premises through _____ Eastern Region (herein-after referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

Whereas in response to a call for Tender by RailTel for the work of “Supply, Installation & Commissioning of Routers, Core Firewall, Switches, SFPs, and Data Communication Accessories for Upgradation of RailNet at Chittaranjan Locomotive Works with 5 years warranty support and maintenance” as per tender papers at Annexure ‘A’ read with Corrigendum Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of “Supply, Installation & Commissioning of Routers, Core Firewall, Switches, SFPs, and Data Communication Accessories for Upgradation of RailNet at Chittaranjan Locomotive Works with 5 years warranty support and maintenance” as per copy of Letter of Acceptance of Tender No. _____ Dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ only) duly accepted by the contractor.

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

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

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

The contract within named in the presence of:

- | | | |
|----|------------------------|---|
| 1. | Signature | : |
| | Date | : |
| | Name in Block Capitals | : |

Address :

2. Signature :
 Date :
 Name in Block Capitals :
 Address :

Signed and delivered by Shri. _____ for and on
 behalf of _____, the contractor within named in the presence of:

1. Signature :
 Date :
 Name in Block Capitals :
 Address :

2. Signature :
 Date :
 Name in Block Capitals :
 Address :

Annexure – A : Tender Paper No. _____ with corrigendum, if any.
 Annexure – B : Firm's offer.
 Annexure – C : Letter of Acceptance No. _____ with all enclosures.
 Annexure – D : Copy of Contract Performance Guarantee.

Form No.11

Declaration of Clean Track Record/ No Blacklisting
(To be submitted by Bidder on original letterhead)

To,
Principal Executive Director,
RailTel Corporation of India Ltd., Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake, Kolkata – 700 091

Date

Sub: Supply, Installation & Commissioning of Routers, Core Firewall, Switches, SFPs, and Data Communication Accessories for Upgradation of RailNet at Chittaranjan Locomotive Works with 5 years warranty support and maintenance

Ref: Tender No. RailTel/Tender/SLT/ER/HQ/2026-27/1607, Dt. 20.07.2026

Sir,

I/We hereby declare that my company has not been debarred / black listed as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the firm)

Annexure -I

GUIDELINES REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I have read the clause 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; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

CHAPTER – 7**Tender No.** RailTel/Tender/SLT/ER/HQ/2026-27/1607 Dt. 09.07. 2026

S No.	Item/Clause of Tender Document	Details /Remarks	Attached/ Not Attached	Page No.
1	Signed Copy of Tender Document / Corrigenda			
2	EMD & Cost of Tender document			
3	Offer Letter duly signed by authorized signatory (Chapter-1 of Tender Document)			
4	Detail BOM of each equipment supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM			
5	Clause wise compliance (Clause 23 of Chapter-4)			
6	Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.			
7	Declaration regarding Security Considerations (Clause 15, Chapter- 4)			
8	Form No. 2 of Chapter-6, Performa for System Performance Guarantee			
9	Form No. 3 of Chapter-6, Performa for Affidavit to be submitted by tenderer (offline document shall be submitted to RailTel office)			
10	Form No. 5 of Chapter-6, Performa for Manufacturer Authorisation Form			
13	Form No. 6 of Chapter-6, Format for Power of Attorney			
11	Form No. 7 of Chapter-6, Undertaking from OEM			
12	Form No. 9 of Chapter-6, (Nil Deviation Statement)			
13	Certificate for Local Content from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in			

	respect of suppliers other than companies) giving the percentage of local content as per clause 21.1 of Chapter-4.			
14	Certificate by bidders sharing a land border with India as per clause 21.2 of Chapter-4. Annexure-I			
15	Certificate of MSME, if applicable as per clause 44 of Chapter-4.			
16	Eligibility Criteria for OEM as per Clause 12.1 of Chapter-4.			
17	Eligibility Criteria Requirements for Bidder as per Clause 12.2. of Chapter-4.			
Document uploaded along with Financial Bid/Price Bid Only.				
1	Price Bid for Schedule of Requirements as per Chapter-2.			
2	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure-A of Chapter-2.			
3	Bill of Material (BOM) with prices of each module/cards etc.& Route wise breakup of BOM as per note no-II of Chapter-2.			
4	Detailed BOM for SOR-1: Router and accessories for installation SOR-2: Firewall, SOR-3: Core Switch and accessories for installation, SOR-4 Switch and accessories for installation, Chapter-2.			

Note:

i. All document needs to be submitted online.

ii. Original documents (Physical documents) (a) Affidavit. (b) Power of Attorney shall be submitted RailTel office within 7 days from date of opening of tender.