



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

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

LIMITED TENDER DOCUMENT

FOR

**“ENGAGEMENT OF AN AGENCY FOR CYBERSECURITY ASSESSMENT AND
ASSOCIATED SERVICES”**

E-निविदा संख्या: RAILTEL/TENDER/LT/CO/ITP/2025-26/ Cybersecurity Services /17

E-TENDER NO. RAILTEL/TENDER/LT/CO/ITP/2025-26/ Cybersecurity Services /17

(Single Packet System)

Sold to _____



RailTel Corporation of India Ltd.
 Plate-A, 6th Floor, Office Tower-2,
 NBCC Building, East Kidwai Nagar, New Delhi-110023
 P:011-22900600, F: 011-2290069

E-Tender Notice No.: RailTel/Tender/LT/CO/ITP/2025-26/Cybersecurity Services/17
dtd. 03.03.2026

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in One Packet System for “**Engagement of an Agency for Cybersecurity Assessment and Associated Services**”.

a)	Opening date of Tender downloading	03.03.2026
b)	Last date for submission of bids	24.03.2026 up to 15:00 Hrs. (Online)
c)	Opening of bids	24.03.2026 at 15:30 Hrs. (Online)
d)	Estimated Cost of Tender	Rs. 5,81,67,937/- (Incl. of Taxes) for period of 1 year.
e)	Earnest Money (EMD)#	Rs. 11,63,400/- is to be made in favor of RailTel Corporation of India Ltd. online through e-Nivida Portal

#Eligible MSEs are exempted from Earnest Money.

Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from www.railtelindia.com or from the e- portal <https://railtel.enivida.com> (E-NIVIDA). For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from e-nivida portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

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

GM/Projects

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CHAPTER-1

OFFER LETTER

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

Ref: RailTel/Tender/LT/CO/_____

Date: _____

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **30 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 services at the rates quoted in the attached schedules and hereby bind myself/ourselves to start the delivery of services within **30 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. _____ (_____ amount in words _____) herewith submitted as “**EMD**”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

or

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

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

SIGNATURE OF ONTRACTOR

(S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

CHAPTER- 2**SCHEDULE OF REQUIREMENT**

SO R	ITEM DESCRIPTION	UO M	Q T Y	Basic Unit Rate	Total Amount without GST (INR)	GST %	GST Amount (INR)	Total Amount with GST (INR)
		A	B	C	D=B*C	E	F=D*E	G=D+F
1	External Attack Surface Management (EASM) as per Chapter-3-A	Lot	1					
2	External Vulnerability Assessment & Penetration Testing (VAPT) as per Chapter-3-A	Lot	1					
3	Red Teaming and Security Validation as per Chapter-3-A	Lot	1					
4	Blue Team Support – Incident Response & Detection Validation as per Chapter-3-A	Lot	1					
5	SIEM Optimization & Elastic Use-Case Tuning as per Chapter-3-A	Lot	1					
6	Unified Cybersecurity Dashboard for CISO as per Chapter-3-A	Lot	1					
7	Dark-Web Monitoring as per Chapter-3-A	Lot	1					
8	Cyber Threat Intelligence (CTI) Feed Integration as per Chapter-3-A	Lot	1					
9	Configuration Baselineing & Hardening as per Chapter-3-A	Lot	1					
10	Honeypot Deployment & Monitoring as per Chapter-3-A	Lot	1					
11	Cyber Risk Assessment & Prioritization as per Chapter-3-A	Lot	1					
12	Endpoint Forensics Support as per Chapter-3-A	Lot	1					
	Grand Total (in Rs.):							

Note:**I.**

Unit rate quoted against SOR above should be inclusive of all taxes etc. The services as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5).

II.	All SOR Items should be quoted as per Scope of Work & Technical requirements defined in Tender document.
III.	Bidder has to quote for all SOR, and evaluation will be done on totality. After completion of evaluation process, LOA/Purchase Orders will be issued in favour of the selected bidder.
IV.	The Schedule of Rates (SOR) defines an initial service period of one year. The contract period, either in full or for selective SOR items, may be extended for a further period of up to two (02) years beyond the original tenure, subject to mutual agreement between RailTel and the Successful Bidder. Such extension, if exercised, shall be on the same terms, conditions, scope, and rates as agreed in the original contract, unless otherwise mutually agreed in writing.

CHAPTER-3-A**SCOPE OF WORK & TECHNICAL REQUIREMENTS****A. Broad Scope of Work:**

Comprehensive Cyber Security Assessment, Validation & SOC Augmentation Services for RailTel.

B. Objective of the Engagement:

The objective of this engagement is to strengthen RailTel's cybersecurity posture, validate and enhance existing security controls, improve SOC effectiveness, and establish continuous monitoring, threat detection, and incident response capabilities.

The engagement shall align with:

- CERT-In Guidelines
- NIST Cybersecurity Framework
- ISO/IEC 27001
- Industry best practices for Critical Information Infrastructure

The selected bidder shall provide comprehensive end-to-end cybersecurity assessment, validation, continuous monitoring, advisory, and SOC augmentation services. Wherever applicable, the bidder shall ensure submission of reports compliant with the guidelines of the Indian Computer Emergency Response Team (CERT-In). Specifically, Vulnerability Assessment (VA), Penetration Testing (PT), MBSS Assessment reports for DC and Telecom Infra must be issued by a CERT-In empanelled agency and shall conform to the prescribed reporting standards and formats.

C. Technical Requirements**I. SOR-1: External Attack Surface Discovery & Continuous Monitoring (Weekly)****1. Scope of Work:**

- a) Discovery of internet-facing assets including:
 - i. 5000+ Public IPs
 - ii. 700+ Domains and sub-domains
- b) Identification of:
 - i. Shadow IT assets
 - ii. Exposed services and ports
 - iii. Misconfigurations
 - iv. Outdated software & vulnerable components
- c) Weekly scanning and exposure validation
- d) Access also to be given to RailTel SOC team on the External Attack Surface platform Shodan Corporate and other tools.

2. Deliverables:

- a) Monthly Attack Surface Discovery Report/Executive Summary Report contains Risk categorization, newly discovered asset inventory & exposure trends.
- b) Dashboard Access to RailTel Team (Required VMs shall be provisioned by RailTel)

II. SOR-2: Vulnerability Assessment & Penetration Testing (Quarterly)**1. Scope of Work:**

- a) Quarterly external VA/PT covering:
 - i. 5000+ IPs (RailTel's Infra and VMs)
 - ii. 200+ Web/Mobile Applications
- b) Coverage shall include:
 - i. OWASP Top 10 (Web & Mobile)
 - ii. Network vulnerabilities
 - iii. Authentication & authorization flaws
 - iv. Business logic issues
 - v. Others
- c) Testing methodology: Manual + Automated
- d) Re-testing after remediation

2. Deliverables:

- a) CERT-In compliant technical reports containing below-
 - I. Proof of Concept (PoC)
 - II. CVSS scoring
 - III. Risk-based prioritization
 - IV. Remediation guidance
 - V. Final closure report
 - VI. Executive summary

III. SOR-3: Red Teaming & Security Control Validation (Quarterly)

1. Scope of Work:

- a) Simulated adversary campaigns including:
 - i. Network & application exploitation
 - ii. Phishing simulation
 - iii. Email-based social engineering
 - iv. Insider threat simulation
 - v. Data exfiltration scenarios
 - vi. Non-disruptive DDoS resilience testing
- b) Lateral movement & persistence testing
- c) Validation of EDR, DDoS, WAF, Firewall, SIEM, Email Security and other security controls
- d) Threat hunting exercises
- e) Controlled Ransomware Drills

2. Deliverables:

- a) Quarterly Red Team Attack Narrative Report containing
 - I. Trend Analysis
 - II. Gap analysis
- b) Quarterly SOC effectiveness metrics
- c) Quarterly Security drill report
- d) Quarterly Knowledge transfer session and Awareness Presentation

IV. SOR-4 Blue Team Validation & Incident Response Readiness (As per the Incident)

1. Scope of Work:

- a) Validation of Detection Mechanisms
- b) Escalation Workflow Validation
- c) Incident Response Procedure Assessment
- d) Tabletop Exercises (TTX)
- e) Live Incident Simulations (Controlled)
- f) Expert Support During Real Incidents
- g) Log Collection & Alert Effectiveness Review

2. Deliverables:

- a) Quarterly Incident Response Readiness Report
- b) Quarterly Detection & Response Effectiveness Report
- c) Quarterly Updated Incident Response Playbooks
- d) Quarterly Structured Improvement Roadmap
- e) Quarterly Executive Summary Report

V. SOR-5 SIEM (Elastic) Optimization & SOC Augmentation (Continuous Activity)**1. Scope of work:**

- a) SIEM and SOAR Platform Administration with Multi-tenant segregation, Backup and restoration validation, Role and privilege assignment etc.
- b) Health & Performance Monitoring, High Availability & Scalability, Security Hardening
- c) Readiness assessment for SOAR integration, Identification of repetitive manual SOC tasks, Automation maturity roadmap
- d) Log Source Validation & Coverage Assessment (DC Infra and VMs (5000+)), All the RailTel infra should be covered under elastic SIEM. Bidder to install and monitor the agent on all infra, VMs etc.
- e) Assessment of Log completeness, Parsing accuracy, Normalization consistency, Timestamp synchronization, Log loss detection and Event categorization quality.
- f) Identification of telemetry gaps and missing log sources.
- g) Alert Noise Reduction & Optimization
- h) Analysis of existing alert volume.
- i) Identification of High false-positive alerts, Redundant use cases, overlapping rules, Threshold optimization, Alert deduplication logic implementation, Risk-based alert prioritization model, Alert severity reclassification where required.
- j) Rule Tuning & Detection Engineering
- k) Review and optimization of existing detection rules.
- l) Proactive threat hunting using: Hypothesis-driven hunting, IOC-based hunting, Behavior-based analytics
- m) Advanced query development, Use of threat intelligence enrichment, Documentation of findings and hunting playbooks, Collaboration with Red Team for detection validation.
- n) Monthly Threat Hunting Report with findings and recommendations
- o) Continuous Monitoring & Improvement, Monthly detection coverage review, Continuous tuning of rules, Periodic use-case effectiveness assessment, Alert-to-incident conversion ratio tracking, Quarterly detection maturity scoring.

2. Deliverables

- a) SIEM Dashboard Creation
- b) Quarterly Log Coverage & Gap Analysis Report
- c) Quarterly Custom Use-Case Documentation
- d) Quarterly Threat Hunting Summary Report
- e) Quarterly SOC Maturity Improvement Report

VI. SOR-6 Unified Cybersecurity Dashboards (CISO View)**1. Scope of Work:**

Centralized executive dashboard for Governance, Risk and Compliance which includes:

- a) Centralized Risk Management
- b) Compliance & Control Mapping
- c) Policy & Document Management
- d) Audit Management & Evidence Repository for Internal & external audit workflow
- e) Dashboarding & Reporting
- f) Integration with SIEM, ITSM, AD/LDAP, and other security tools.

2. Deliverables:

- a) CISO Dashboard must be implemented within 3 months
- b) Dashboard Access to CISO
- c) 24x7 Support for 1 Year

VII. SOR-7 Dark Web & Brand Monitoring (Continuous Activity)

1. Scope of Work:

- a) Monitoring for:
 - i. Credential leaks
 - ii. Data breach listings
 - iii. Brand impersonation
 - iv. Ransomware leak sites
- b) IOC extraction & SOC correlation
- c) Real-time critical alerts

2. Deliverables:

- a) Monthly Intelligence Report
- b) Dashboard Access to RailTel Team
- c) 24x7 Support for 1 Year

VIII. SOR-8 Cyber Threat Intelligence (CTI) Integration (Continuous Activity)

1. Scope of Work:

- a) Integration of curated CTI feeds with SIEM and TIP platform including maturity of RailTel's TIP Platform
- b) Commercial Threat Intel Feed
- c) Alert enrichment
- d) Threat trend analysis
- e) Detection tuning based on emerging threats

2. Deliverables:

- a) CTI Integration Implementation within 1 months
- b) Continuous feed update for 1 Year

IX. SOR-9 Configuration Baseline Validation & Hardening (Quarterly)

1. Scope of Work:

- a) Quarterly review of Servers, Network devices, Security appliances etc.
- b) Benchmarking against OEM & industry standards
- c) Gap identification

2. Deliverables:

- a) Quarterly Configuration compliance report
- b) Quarterly Hardening recommendations
- c) Quarterly Gap analysis report

X. SOR-10 Honeypot Deployment & Monitoring (Weekly)

1. Scope of Work:

- a) Deployment of 10 honeypot sensors
- b) Weekly attacker behaviour analysis
- c) IOC extraction

2. Deliverables:

- a) Monthly Honeypot Reports
- b) Dashboard Access to RailTel Team
- c) Quarterly trend analysis
- d) 24x7 Support for 1 Year

XI. SOR-11 Cyber Risk Assessment (Half Yearly)**1. Scope of Work:**

- a) Data Centers and Telecom NOCs should be comprehensively assessed from a Cybersecurity Risk Perspective, covering infrastructure, network, systems, applications, and operational controls.
- b) Security Policy Review against ISO 27001, ISO 27033, ISO 15408, IT Act, NCIIPC, DoT (MBSS) and conduct gap identification through Network Forensics, Risk Assessment, VAPT, Access Control Review etc.
- c) Ensure alignment of RailTel's existing network policies and processes with current regulatory mandates and industry best practices
- d) Conduct a comprehensive review of RailTel's network architecture, policies, and configurations to identify risks and compliance deviations
- e) Ensure compliance with the Department of Telecommunications (DoT) regulations and guidelines, including Minimum Baseline Security Standards (MBSS).
- f) Ensure alignment with the NCIIPC-NCRF standards for protecting Critical Information Infrastructure.
- g) Risk Assessment of DC, DR & Telecom NOCs, CNOC
- h) Asset classification
- i) Risk scoring (Likelihood × Impact)
- j) Business-aligned prioritization

2. Deliverables:

- a) Half-yearly Enterprise risk register for both the DCs and Telecom NOCs including Risk Treatment Plan
- b) Half Yearly MBSS Assessment as per DoT Guidelines
- c) Policy, Process, Procedure Review for both DCs and NOCs.
- d) Update/Create Network Policy and Process Documents as per Gap Assessment Report
- e) Unified Dashboard for Governance, Risk and Compliance, Policy Review, VAPT etc.

XII. SOR-12 Endpoint Forensics & Investigation Support**1. Scope of Work:**

- a) Deployment of forensic tools & expertise
- b) Comprehensive investigation & root cause analysis
- c) Reporting with mitigation steps.

2. Deliverables:

- a) Forensic investigation report as and when required
- b) RCA report against each forensics investigation
- c) Monthly Forensic Investigation Report detailing all forensic investigations conducted during the reporting period, including incident summary, scope, methodology, findings, evidence analysis, root cause, impact assessment, and recommended corrective actions. In case no forensic investigation is carried out during the month, a “Nil” report shall be submitted explicitly stating that no forensic activity was undertaken during the reporting period.

D. Onsite Manpower Deployment

The bidder shall deploy an adequate number of qualified resources, both onsite and offsite, to meet all requirements and activities defined under the SOR items of the tender.

However, at a minimum, the following dedicated onsite resources shall be deployed at RailTel Data Centres located at Gurgaon, Delhi, and Secunderabad.

The onsite manpower proposed by the bidder shall be subject to review and approval by the designated RailTel Engineer prior to deployment. RailTel reserves the right to require deployment of any designated staff member in any shift, as per operational requirements, including 24x7 support obligations.

SN	Role	Minimum No. of Resources	Minimum Experience (Years)	Minimum Certification (Preferred)	Key Skillsets
1	Security Administrator	2	6 Years	CEH / GCIA / CRTP	• VAPT (Network, Application, Infrastructure) • Security device administration (Firewall, WAF, IDS/IPS) • Patch & vulnerability management • Incident handling & root cause analysis
2	SOC Analyst (L-1)	4	2 Years	CEH / CompTIA Security+	• 24x7 Continuous Security Monitoring • Initial alert triage & validation • Log analysis (Firewall, WAF, EDR, Servers, Cloud) • Basic threat detection & event correlation • Incident ticketing & documentation
3	SOC Analyst (L-2)	1	4 Years	CEH / CompTIA Security+	• Advanced threat analysis & investigation • Correlation rule tuning & optimization • Incident response coordination • Malware & forensic log analysis • False positive reduction & detection improvement • Preparation of incident reports & RCA

E. Reporting Requirements

The bidder shall submit the following reports and documentation as part of the engagement:

- CERT-In compliant technical reports must be issued by Bidder wherever applicable (e.g., VA/PT and MBSS Assessment Reports to be issued by bidder through Cert-In empanelled agencies).
- Executive-level heatmap-based summaries highlighting risk posture, trends, and priority

areas.

- c) SOC Maturity Assessment Report with gap analysis and improvement roadmap
- d) Monthly SOC Dashboard Reports covering alerts, incidents, SLA adherence, use-case performance, and key metrics.
- e) Incident Response Readiness Assessment Report including tabletop exercise observations (if conducted).
- f) Comprehensive SOC Documentation, including Incident Reports, SOPs, playbooks, runbooks, and updated detection rule inventory.

F. Exit Management:

The bidder shall ensure a structured exit and seamless transition with full operational continuity and knowledge retention.

Key requirements include:

- a) Complete handover of all reports and artefacts in editable and PDF formats.
- b) Transfer of dashboards and configurations, including SIEM/SOAR settings, log sources, and access controls.
- c) Updated risk register covering open risks, vulnerabilities, compliance gaps, and remediation status.
- d) Minimum two formal Knowledge Transfer (KT) sessions covering technical architecture and operational governance.
- e) Comprehensive documentation set (architecture, SOPs, runbooks, escalation matrix, asset inventory, DR/BCP) in editable, indexed, and version-controlled format.

Above ensures a comprehensive, auditable, and disruption-free transition at project closure.

G. Important Note:

1. The Successful Bidder shall submit a comprehensive project plan and implementation schedule covering the complete scope of work within one (01) month from the date of issuance of the Purchase Order (PO). During this period, the Bidder shall conduct detailed discussions with the RailTel team to understand requirements, align on scope, and finalize the execution plan accordingly.
2. The bidder shall ensure strict confidentiality of all RailTel data. No logs, reports, configurations, or sensitive information shall be stored outside approved environments. NDA to be signed prior to project initiation.
3. Any deployed resource shall not be replaced without prior approval of RailTel. Replacement (if required) must be with equal or higher qualification and experience. Knowledge transfer to replacement resource must be completed before transition.
4. All deployed personnel must undergo background verification and police clearance prior to onsite deployment.
5. Bidder shall provide a defined escalation matrix with contact details and ensure 24x7 availability for critical incidents.
6. Define a mandatory transition support period (Minimum 15 days) post contract completion without additional cost.
7. The contract period, either in full or for selective SOR items, may be extended for a further period of up to two (02) years beyond the original tenure, subject to mutual agreement between RailTel and the Successful Bidder. Such extension, if exercised, shall be on the same terms, conditions, scope, and rates as agreed in the original contract, unless otherwise mutually agreed in writing.
8. All tools, software, and utilities used by the Successful Bidder under this engagement must be Opensource or Properly Licensed. Use of cracked, pirated, unauthorized, outdated, or unsupported software/tools is strictly prohibited.
9. RailTel shall not bear any boarding, lodging, travel, or related expenses of the Bidder's personnel at any stage during execution of the scope of work. No additional charges of any nature shall be payable by RailTel beyond the agreed contract value at any stage of the engagement.
10. RailTel reserves the right to assign any additional cybersecurity or information security-related tasks from time to time during the contract period. The selected bidder shall execute

such activities as part of the overall Scope of Work without any additional financial implication to RailTel.

CHAPTER – 3-B**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

- i. 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.
- ii. 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)

Netesh Singh: JGM/Project

Telephone 0124-2714000

E-mail ID: netesh@railtelindia.com

RailTel Contact-II (for general Information)

Neha Singh: DGM/ITP

Telephone 0124-2714000

E-mail ID: neha.singh@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.

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) Power of attorney to be submitted online in accordance with Clause – 6.25.3, Chapter 6 Original copy is needed to be submitted by the successful bidder before issuance of LOA.

9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS

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

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

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

10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS

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

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

11. SUBMISSION OF OFFERS AND FILLING OF TENDER:

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

12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

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

CHAPTER 4

COMMERCIAL TERMS & CONDITIONS

1. General

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

2. Delivery Period

The services as per SOR are required to be delivered within period as indicated in Bid Data Sheet (BDS, Chapter 5) to the RailTel Data Center(s).

3. Payment Terms

- 3.1. Quarterly payments shall be released upon successful completion of the respective quarter of all SORs, submission of all agreed deliverables and submission of Tax Invoice subjected to certification by the RailTel SOC Head/ In-charge.
- 3.2. For the purpose of payment calculation, Quarter-1 shall commence from the date of submission and approval of the detailed project plan mentioned in Note No. 1 above.
- 3.3. Since half yearly reports are also required to be submitted by bidder, Payment of the Last Quarter shall be released only upon submission of all the required reports/documents/dashboards duly certified by RailTel SOC Head/ In-charge.
- 3.4. Bill Certifying Authority is RailTel SOC head and Bill Passing Authority is GM/P. Bill Paying Authority is Finance/CO.

4. Performance Bank Guarantee (Security Deposit):

- 4.1. The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The claim period for submitted PBG should be one year from the date of expiry.
- 4.2. The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 4.3. The Performance Bank Guarantee (security deposit) will bear no interest.

- 4.4. This PBG would be released after satisfactory completion of contract including warranty period plus 4 months.
- 4.5. 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.

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.

Note: Any Performance security upto a value of Rs.5 Lakhs is to be submitted through online transfer only.

5. Taxes & Duties:

- 5.1. The price quoted in the offer should be firm, fixed indicating the break up and inclusive of all taxes like CGST, IGST, SGST, UTGST etc.
- 5.2. 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.
- 5.3. For all the taxable services made by the vendor, the vendor shall furnish all the details of such taxable services in the relevant returns to be filled under GST act.
- 5.4. 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.
- 5.5. In case of incorrect reporting of the services 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.
- 5.6. Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UTGST along with respective HSN/SAC code under GST law (Including tax under reverse charges payable by the recipient).
- 5.7. Wherever the law makes it statutory for the purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

6. 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.

7. Statutory Deduction

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

8. Evaluation of Offer:

- 8.1. For the purpose of relative ranking of offers, all-inclusive value for services as per SOR shall be taken into account.
- 8.2. 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.
- 8.3. The tenderer should make available the offered services, if desired during technical evaluation of offered services for testing and benchmarking at any facility approved by RailTel.
- 8.4. The bidders should quote for all items & the offer will be evaluated in totality (Total Cost including Tax).

9. 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.

10. 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.

11. Execution of Purchase Order

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.

12. 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.

13. Earnest Money Deposit (EMD)/ Bid Security

- 13.1. The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money as per the details shared in the NIT.
- 13.2. 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.

- 13.3. Offers not accompanied with Earnest Money shall be summarily rejected.
- 13.4. 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.
- 13.5. 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.
- 13.6. Earnest Money will bear no interest.

14. Deleted

15. Micro and Small Enterprises (MSEs):

- 15.1. Eligible MSEs are exempted from Earnest Money. The policy is meant for procurement of only goods produced and services rendered by MSEs. **Traders/ distributors/ Sole agent/ Work Contracts are excluded from the purview of the Public procurement policy for MSEs order 2012. They have to submit EMD. Offers without EMD shall be Summarily Rejected.**
- 15.2. MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 15.3. The MSEs should submit valid Udyam certificate (UAM No.) along with the Bid. Failing 15.1 and 15.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- 15.4. RailTel is registered with four TReDS aggregator's as follows:
 - a). Receivables Exchange of India Limited (RXIL)
 - b). Mynd Solutions (M1xchange)
 - c). TReDS Ltd (Invoicemart)
 - d). C2FO Factoring Solutions Private Limited (C2FO)

The bidder is mandatorily required to submit its TReDS registration number 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.

- 15.5. 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.
- 15.6. 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.
- 15.7. 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.

Note: The traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.

16. Offer/ Bid Prices

- 16.1. The bidder shall give the prices indicating all taxes etc. The price shall be quoted in Indian Rupees
- 16.2. 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.

17. 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.

18. Force Majeure

- 18.1. If during the period of services, 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.
- 18.2. 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.

19. Settlement of Disputes and Arbitration

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.

20. 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.

21. Termination:

RailTel can terminate the services/tender by giving three months' notice in advance to the other party. In case the bidder stops services without notice, RailTel has the right to encash the PBG. In case the quality of Service (QOS) is persistently below the agreed upon levels, the contract can be terminated by RailTel by giving seven days notice in writing and encashing the PBG.

22. 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.

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

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

22.3. 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.

22.4. In case of any of the above circumstances the RailTel shall pay the supplier for all 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.

23. Risk & Cost

If the contractor fails to deliver the services 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, services 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.

24. 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.

25. 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.

26. Submission of Offers

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

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

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

- a. Offer Letter complete as per Chapter-1.
- b. Credential Affidavit as per Form-2.
- c. Power of attorney in favour of the signatory duly authorizing the signatory as per Form -3. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d. Earnest Money in prescribed form.
- e. Complete Tender documents, duly signed & stamped on each page in token of acceptance should be submitted.
- f. Clause wise compliance to technical requirement, Clause no.17, Chapter-3 A.
- g. Nil deviation form as per Form-4
- h. Any other information desired to be submitted by the tenderer.

27. Constitution of Firm and power of Attorney

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

- a. As sole proprietor of the concern or as attorney of the sole Proprietor.
- b. As a partner or partners of the firm.
- c. 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.

27.2. 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.

27.3. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the PO

27.4. 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.

27.5. 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.

28. Opening of Bids:

28.1. 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.

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

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

29. Non-Transferability & Non-Refund ability

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

30. 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.

31. 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.

32. 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. 4 (Chapter-6).

33. Limitation of Liability:

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

- 33.1.** 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
- 33.2.** 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.

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, Chapter-4	Validity of offer 30 days.
Clause 2, Chapter-4	Delivery of Services: Within 30 days of issue of LOA/PO.
Clause 9, Chapter-4	Purchaser's Right to Vary Quantities: (A) Upto maximum extent of +/- 50% subject to following condition i. Upto +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder. Rate Contract- Up to a maximum extent of 50% of the contract value of SOR.
Clause 13, Chapter-4	Earnest Money Deposit (EMD)/ Bid Security Rs. 11,63,400/-
Clause 26, Chapter-4	Last Date of Submission of Offer Date: 24.03.2026 Time: 15:00 hours
Clause 28, Chapter-4	Date of Opening of Tender Date: 24.03.2026 Time: 15:30 hours

CHAPTER- 6**Form No.: 01****PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND****(On Stamp Paper of Rs one hundred)****(To be used by approved Scheduled Banks)**

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

matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the day of 2026

for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

Form No.: 02**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

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

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

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Form No: 03

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

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

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 firm Company

Witness 1:

Witness 2:

Notes:

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

Form No.: 04**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter
(TO BE SIGNED BY BIDDER)**

To,

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

Dear Sir,

Sub: NIL Deviation Compliance for Tender no.

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

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

Format of Annexure (Deviation Statement)

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

2. All the proposed services to be supplied as per technical specifications mentioned in Chapter-3-A of Tender document.
3. We hereby certify that the services mentioned in our technical solution/document are complete.

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)

CHAPTER-7**CHECKLIST**

S No.	Item/Clause of Tender Document	Details /Remarks	Attached/ Not Attached
1	Signed Copy of Tender Document / Corrigenda		
2	EMD if applicable.		
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)		
4	Clause wise compliance (Clause 17 of Chapter-4)		
5	Complete technical data and particulars of the services offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc		
6	Supporting documents such as certificate of registration, partnership deed, MOA, AOA etc. to be submitted along with the Bid.		
7	The bidder should be registered with the GST Registration Authorities. Copy of GST Registration Certificate is required to be submitted.		
8	The bidder should not be blacklisted by any State / Central Government / PSU / Autonomous Body on the last date of submission of tender. Self-Declaration on company letterhead is to be submitted in this regard.		
9	Form No. 2 of Chapter-6, Credential Affidavit		
10	Form No. 3 of Chapter-6, Format for Power of Attorney		
11	Form No. 4 of Chapter-6, Nil Deviation Component Compliance Undertaking Letter		
12	Price Bid for Schedule of Requirements as per Chapter-2		

Note:

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

END OF TENDER DOCUMENT
