



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (आरसीआईएल)
RailTel Corporation of India Limited (RCIL)

“रेलटेल के उत्तरी क्षेत्र के विभिन्न स्थानों पर एमपीएलएस नेटवर्क की आपूर्ति, डिजाइन, स्थापना, परीक्षण और कमीशनिंग, पीओपी का निर्माण/उन्नयन और मौजूदा एमपीएलएस और ट्रांसमिशन नेटवर्क के साथ एकीकरण”

“Supply, Design, Installation, Testing & Commissioning of MPLS Network, Creation/Up-gradation of PoP at various locations of Northern Region of RailTel and Integration with existing MPLS and Transmission Network”

इलेक्ट्रॉनिक निविदा दस्तावेज़
Electronic Tender Document

खुली निविदा (एकल चरण दो पैकेट-रिवर्स नीलामी)
Open Tender (Single Stage Two Packet-Reverse Auction)

ई-निविदा संख्या रेलटेल/निविदा/ओटी/एनआर/एनटीपी/2024-25/डीएससी/01

E-Tender No. RailTel/Tender/OT/NR/NTP/2024-25/DSC/01

OPEN E-TENDER NOTICE**E-Tender No.: RailTel/Tender/OT/NR/NTP/2024-25/DSC/01, Dated 07.05.2024**

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Stage Two Packet (Part I - Credential/Techno commercial Bid and Part II - Price Bid) Reverse Auction System for “**Supply, Design, Installation, Testing & Commissioning of MPLS Network and Creation/Up-gradation of PoP at various locations of Northern Region of RailTel and Integration with existing MPLS and Transmission Network**”.

The details are as under: -

a)	Closing date for Submission of E-Bids	Up to 15:00 hrs of 28-05-2024 (online)
b)	Date of opening of E-Bids	Up to 15:30 hrs. of 28-05-2024 (online)
c)	Earnest Money Deposit (EMD)	₹ 21,01,800/- (including GST) to be made in favour of RailTel Corporation of India Ltd. online through e-nivida Portal.
d)	Cost of Tender Document	₹ 11,800/- (including GST) to be made in favour of RailTel Corporation of India Ltd. online through e-nivida Portal.
e)	Place of Opening of Tender	RailTel Corporation of India Limited 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053

Note: Tender Notice and link for Tender Document are available on RailTel’s website, CPP portal and e-Tendering portal <https://railtel.enivida.com/> for download. Tender notice will also be published in newspaper. For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from enivida-portal. All future Information viz. corrigendum/addendum/amendments etc. for this Tender shall be posted on the RailTel’s website, CPP portal and e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. Bid will be submitted online on enivida portal only.

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

This tender is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. Tender received without signed copy of the Integrity Pact document shall be liable to be **REJECTED**.

(R P Chandel)
ED/Marketing

For and on behalf of RailTel Corporation of India Ltd.

खुली ई-निविदा सूचना

ई- निविदा सं. रेलटेल/निविदा/ओटी/एनआर/एनटीपी/2024-25/डीएससी/01 दि. 07.05.2024

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि. (रेलटेल) के द्वारा "रेलटेल के उत्तरी क्षेत्र के विभिन्न स्थानों पर एमपीएलएस नेटवर्क की आपूर्ति, डिजाइन, स्थापना, परीक्षण और कमीशनिंग, पीओपी का निर्माण/उन्नयन और मौजूदा एमपीएलएस और ट्रांसमिशन नेटवर्क के साथ एकीकरण" के लिए सिंगल स्टेज टू पैकेट (पार्ट-I - क्रिडेंशियल /टैक्नो कॉमर्शियल बिड और पार्ट-II प्राइसबिड) रिवर्स ऑक्शन सहित सिस्टम के लिए ई-निविदाएं आमंत्रित करती है।

विवरण इस प्रकार है: -

क)	ई-बोलियां जमा करने की अंतिम तिथि	दि. 28.05.2024 को 15:00 बजे तक (ऑनलाइन)
ख)	ई-बोलियां खोलने की तिथि	दि. 28.05.2024 को 15:30 बजे तक (ऑनलाइन)
ग)	बयाना धन जमा (ईएमडी) #	रु. 21,01,800/- (कर सहित)
घ)	निविदा प्रलेख की लागत	रु. 11,800/- (कर सहित)
ड)	निविदा खोलने का स्थान	बीडीएस, अध्याय-5 में यथा उल्लिखित पता
* कृपया विवरण के लिए खंड 4.A.22, अध्याय-4 देखें।		

नोट: निविदा प्रलेख के निमित्त निविदा सूचना और लिंक डाउनलोड के लिए रेलटेल की वेबसाइट, सीपीपी पोर्टल और ई-टेंडरिंग पोर्टल <https://railtel.enivida.com/> पर उपलब्ध हैं। निविदा सूचना समाचार- पत्र में भी प्रकाशित की जाएगी। ऑनलाइन बोली जमा करने के लिए बोली लगाने वाले को अनिवार्य रूप से IREPS पोर्टल से निविदा प्रलेख की आधिकारिक ऑनलाइन कॉपी डाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा में शुद्धि-पत्र / जोड़ने / संशोधन आदि केवल रेलटेल की वेबसाइट, सीपीपी पोर्टल और ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी। बोली केवल E-Nivida पर ऑनलाइन प्रस्तुत की जाएगी।

बोलीदाता बोली में भाग लेने/भागीदारी की तैयारी, से जुड़ी सभी लागतों को वहन करेगा। बोली प्रक्रिया के संचालन या परिणाम की परवाह किए बिना किसी भी तरह से रेलटेल इन लागतों के लिए जिम्मेदार या उत्तर दायी नहीं होगा।

यह निविदा रेलटेल की इंटीग्रेटी पैकट प्रोग्राम के तहत कवर की गई है और बोली दाताओं को इंटी ग्रेटी पैकट पर हस्ताक्षर करने और बोलियों के साथ ही रेलटेल को प्रस्तुत करना अपेक्षित है। इंटीग्रेटी पैकट प्रलेख की हस्ताक्षरित प्रति के बिना प्राप्त होने वाली निविदा को अस्वीकार कर दिया जाएगा

(रामफूल चंदेल)
कार्यकारी निदेशक/विपणन/उत्तरी क्षेत्र

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CHAPTER-1

OFFER LETTER

Northern Region,
RailTel Corporation of India Ltd.,
6th Floor, IIIrd Block, Delhi
Technology Park, Shastri Park,
Delhi-110053

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 180 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 do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject tender within timeline mentioned in Clause 4.A.4 of Chapter-4. I/We also hereby agree to abide by the Various Conditions of Tender/Contract and to carry out the supplies/services according to the Specifications for items/materials and works laid down by the RailTel.

2. A sum of Rs. 21,01,800/- **submitted online on RailTel enivida portal is herewith forwarded as “Earnest Money”**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

I/We withdraw or modify the offer within validity period or do not deposit the PBG (Performance Bank Guarantee) as mentioned in Clause 4.A.6 after issue of 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 CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

CHAPTER- 2**SCHEDULE OF REQUIREMENT (SOR)****Schedule-A – Supply**

SN	SOR Item	Unit	Qty	Unit Rate (Excluding GST)	Total Cost (Excluding GST)	GST IN Percentage	Total Cost (Including GST)	Make & Model	% of Local Content (Please refer Clause 4.A.45 of Chapter-4)
1.0	Type-I Router								
1.1	Supply of Hardware & Software for Type-I Router as mentioned in Chapter-8 of Tender Document.	Nos	9						
1.2	Supply of QSFP 100G LR4 as mentioned in Chapter-8 of Tender Document.	Nos	24						
1.3	Supply of QSFP 40G ER4 as mentioned in Chapter-8 of Tender Document.	Nos	42						
1.4	Supply of SFP 10G LR as mentioned in Chapter-8 of Tender Document.	Nos	10						
2.0	Type-II Router								
2.1	Supply of Hardware & Software for Type-II Router as mentioned in Chapter-8 of Tender Document.	Nos	104						
2.2	Supply of QSFP 100G LR4 as mentioned in Chapter-8 of Tender Document.	Nos	34						
2.3	Supply of QSFP 40G ER4 as mentioned in Chapter-8 of Tender Document.	Nos	358						
2.4	Supply of SFP 10G LR as mentioned in Chapter-8 of Tender Document.	Nos	330						

3.0	Type-III Router								
3.1	Supply of Hardware & Software for Type-III Router as mentioned in Chapter-8 of Tender Document.	Nos	144						
3.2	Supply of SFP 10G LR as mentioned in Chapter-8 of Tender Document.	Nos	354						
3.3	Supply of SFP 10G SR as mentioned in Chapter-8 of Tender Document.	Nos	140						
4.0	Racks								
4.1	Supply of Rack 42U as mentioned in Chapter-8 of Tender Document.	Nos	4						
4.2	Supply of Rack 30U with in-built Power supply as mentioned in Chapter-8 of Tender Document	Nos	2						
4.3	Supply of Rack 15U with in-built Power supply as as mentioned in Chapter-8 of Tender Document	Nos	32						
5.0	Battery-48V-300AH	Set	4						
6.0	Supply of 230V/48V DC 150A UC with 25A (3+1), single phase SMPS charger with 2 battery paths for VRLA maintenance free battery along with LPU, SPD & DCBD (with all connecting materials).	Nos	4						
7.0	Supply/Blowing/Pulling/Laying/Fixing/ Clamping of various Cables/PVC pipe/GI pipe /HDPE at Stations as per specification as defined in chapter 8)								
7.1	Supply of GI Pipe 25 mm/1 Inch as mentioned in Chapter-8 of Tender Document	Meter	1920						
7.2	Supply of GI Pipe 38 mm/1.5 Inch: GI pipe (1.5 inch) as mentioned in Chapter-8 of Tender Document	Meter	5120						
7.3	Supply of Flexible GI Pipe 25mm	Meter	960						
7.4	Supply of PVC Flexible Pipe 32mm	Meter	1020						
7.5	Supply of PVC Conduit 32mm (ISI mark)	Meter	1530						
7.6	Supply of HDPE Duct 40 mm dia as mentioned in Chapter-8 of Tender Document	Meter	1530						

7.7	Supply of ADSS OFC-24F as mentioned in Chapter-8 of Tender Document	Meter	10200						
7.8	Supply of OFC 12F unarmoured as mentioned in Chapter-8 of Tender Document	Meter	1920						
7.9	Supply of FDMS 24F (SC-APC Type) as mentioned in Chapter-8 of Tender Document	Nos	102						
7.10	Supply of FDMS 12F (SC-APC Type) as mentioned in Chapter-8 of Tender Document	Nos	26						
7.11	Supply of 24F Joint Closure as mentioned in Chapter-8 of Tender Document	Nos	51						
7.12	Supply of Electrical Wire (PVC insulated 3 Core 4 Sqmm (1.1KV grade) outdoor strengthened Copper Cable for AC Supply Distribution) as mentioned in Chapter-8 of Tender Document	Meter	1920						
8.0	Supply of MCB 16A Combined Box with one Socket and Switch as mentioned in Chapter-8 of Tender Document	Nos	32						
9.0	Electricity Meter: Secure I-Credit 500 Modular Single Phase Smart Meter as mentioned in Chapter-8 of Tender Document	Nos	32						
10.0	Supply of NMS as mentioned in Chapter-8 of Tender Document	Nos	1						
11.0	Supply of Patch Cords								
11.1	Multimode Duplex Patch Cord LC/PC-LC/PC - 5 Mtr	Nos	140						
11.2	Multimode Duplex Patch Cord LC/PC-LC/PC - 10 Mtr	Nos	60						

Schedule-B – Services

SN	SOR Item	Unit	Qty.	Unit Rate (Excluding GST)	Total Cost (Excluding GST)	GST IN Percentage	Total Cost (Including GST)	Make & Model	% of Local Content (Please refer Clause 4.A.45 of Chapter-4)
1.0	Type-I Router								

1.1	Design, Installation, Testing, Commissioning and Integration of Hardware & Software for Type-I Router as mentioned in Chapter-8 of Tender Document.	Nos	9						
1.2	Installation, Testing, Commissioning and Integration of QSFP 100G LR4 as mentioned in Chapter-8 of Tender Document.	Nos	24						
1.3	Installation, Testing, Commissioning and Integration of QSFP 40G ER4 as mentioned in Chapter-8 of Tender Document.	Nos	42						
1.4	Installation, Testing, Commissioning and Integration of SFP 10G LR as mentioned in Chapter-8 of Tender Document.	Nos	10						
2.0	Type-II Router								
2.1	Design, Installation, Testing, Commissioning and Integration of Hardware & Software for Type-II Router as mentioned in Chapter-8 of Tender Document.	Nos	104						
2.2	Installation, Testing, Commissioning and Integration of QSFP 100G LR4 as mentioned in Chapter-8 of Tender Document.	Nos	34						
2.3	Installation, Testing, Commissioning and Integration of QSFP 40G ER4 as mentioned in Chapter-8 of Tender Document.	Nos	358						
2.4	Installation, Testing, Commissioning and Integration of SFP 10G LR as mentioned in Chapter-8 of Tender Document.	Nos	330						
3.0	Type-III Router								
3.1	Design, Installation, Testing, Commissioning and Integration of Hardware & Software for Type-III Router as mentioned in Chapter-8 of Tender Document.	Nos	144						
3.2	Installation, Testing, Commissioning and Integration of SFP 10G LR as mentioned in Chapter-8 of Tender Document.	Nos	354						
4.0	Racks								
4.1	Installation and Commissioning of Rack 42 RU as mentioned in Chapter-8 of Tender Document.	Nos	4						

4.2	Installation and Commissioning of Rack 30U with in-built Power supply as mentioned in Chapter-8 of Tender Document	Nos	2						
4.3	Installation and Commissioning of Rack 15U with in-built Power supply as as mentioned in Chapter-8 of Tender Document	Nos	32						
5.0	Installation of battery set of 300AH capacity	Set	4						
6.0	Installation of Charger 230V AC/48V DC 75A	Nos	4						
7.0	Blowing/Pulling/Laying/Fixing/Clamping of various Cables /PVC pipe/GI pipe/HDPE at Stations as per specification as defined in chapter 8)								
7.1	GI Pipe 25 mm/1 Inch	Meter	1920						
7.2	GI Pipe 38 mm/1.5 Inch: GI pipe (1.5 inch)	Meter	5120						
7.3	Flexible GI Pipe 25mm	Meter	960						
7.4	PVC Flexible pipe 32mm	Meter	1020						
7.5	PVC Conduit 32mm (ISI mark)	Meter	1530						
7.6	HDPE Duct 40 mm dia	Meter	1530						
7.7	ADSS OFC-24F	Meter	10200						
7.8	OFC 12F unarmoured	Meter	1920						
7.9	FDMS 24F (SC-APC Type)	Nos	102						
7.10	FDMS 12F (SC-APC Type)	Nos	26						
7.11	24F Joint Closure	Nos	51						

7.12	Electrical Wire (PVC insulated 3 Core 4 Sqmm (1.1KV grade) outdoor strengthened Copper Cable for AC Supply Distribution)	Meter	1920						
8.0	MCB 16A Combined Box with one Socket and Switch	Nos	32						
9.0	Electricity Meter: Secure I-Credit 500 Modular Single Phase Smart Meter	Nos	32						
10.0	Installation, Testing & Commissioning of NMS	Nos	1						
11.0	Manpower Support during warranty period in addition to as mentioned under clause 4.A.2.4.3								
	L1 Network Engineer in NOC	Man-Years	12						
	Total Cost (In Rs)								

Note:	
1.	<p>Before quoting, please read the Technical Specification as mentioned in Chapter-8 of Tender document and Clause 4.A.3 of Tender document.</p> <p>No deviations from Technical Specification is permitted and offered solution having any deviation as mentioned in Chapter-8 of Tender Document shall be SUMMARILY REJECTED.</p>
2.	<p>Unit rates quoted against each SOR Items above should be CIP destination inclusive of basic rate, including GST, freight, insurance, Inspection/Audit charges (RDSO, STQC etc.) and any other charges or cost quoted by the tenderer. The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5, Section-I) to the sites as mentioned in tender or decided by the authorized representative of RailTel.</p>
3.	<p>For AMC of Item no. 1,2,3,4,5 & 6 of Schedule-A: Bidder shall be paid @ 5% (minimum) of overall cost (excluding Taxes and Duties) of supply portion of Schedule (A) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake maintenance, repairs and replacements of all type of equipment/module/ card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the system after the warranty.</p> <p>For more details, please refer to Clause no. 4.A.3 Chapter-4 (Section-I) of this document.</p>
4.	<p>Bidder has to quote single make and model for each SOR Item.</p> <p>Against eligibility requirement (Point-2 of Clause 4.A.14.2 of Tender), OEMs are allowed to meet their eligibility criteria through single or multiple Supply Orders/POs and Satisfactory working certificates in the name of OEMs or their System integrators issued by Government/PSU/Telecom Service Provider/Public Listed company having average annual turnover of Rs 500 Cr in last 3 financial years. However, make & model of hardware/software should be clearly mentioned in such certificates.</p>
5.	<p>a) The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter-5) to the sites as mentioned in Annexure-I of Chapter-7. However, RailTel reserves the right to change these sites as per the requirement without any additional financial implication to RailTel.</p> <p>b) It shall be the responsibility of the selected bidder to transport the equipment to site for Design, Installation, Testing, Commissioning and Integration of the offered Hardware and Software.</p> <p>c) Design, Installation, Testing, Commissioning & Integration of the offered Hardware and Software of Routers shall be done by Router OEM's authorized Engineers.</p>
6.	<p>Bidder must validate all the quantities quoted in their technical solution proposed supported by calculations, datasheets as same would be required for the technical evaluation of the offer. Bidder would be responsible for ensuring the</p>

	<p>complete system is operational and meeting the requirements as mentioned in the tender document.</p> <p>Bidder should submit OEM vetted Bill of Materials as per Chapter-8.</p> <p>However, if at any stage during contract validity period {as mentioned in clause 3.D.11 of Chapter-3 (Section-I)}, it is found that the system performance is not compliant with the functional requirements and specifications given in the tender document, the bidder shall be liable/obliged to supply additional hardware/systems required to meet the functional requirements and specifications mentioned in the tender document at no additional cost to the purchaser. RailTel decision in this context will be final.</p>
7.	Any license fee required to be paid for hardware & software during the life cycle of the equipment shall be included in the rate quoted by the tenderer. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.
8.	<p>Non-conformities between Figures and Words</p> <p>Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of in the manner indicated below:</p> <p>i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;</p> <p>ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and If there is a discrepancy between words and figures, the amount in words shall prevail.</p>
9.	It is mandatory for Tenderer to quote for all items of the schedule. Any bid not having quote for all the items of the schedule will not be considered.
10.	Tenderer Should submit the soft copy (Word/Excel/PDFs format) of offer. Bill of Material (BOM) must be uploaded in PDF as well as in Excel format.
11.	The Bidders are required to meet all eligibility criteria including Proof of Concept (POC) mentioned in this tender document. Financial bid of only those bidders who have successfully completed POC and those who are technical eligible, will be opened. eRA will be conducted among the eligible bidders as per time schedule given by RailTel. LOA will be issued to the lowest acceptable bid, after eRA.
12.	<p>The supply of items shall be done in a phased manner strictly in line with the progress of the work as per Clause 4.A.4 of Chapter-4. A successful bidder is required to propose project progress and planning of supply of related material in consultation with the RailTel.</p> <p>Bidder shall submit the Supply and Inspection plan along with destination(s) for delivery to RailTel for approval. After approval of Supply and Inspection plan by RailTel, the bidder will arrange for supply and inspection of material as per approved plans and payment of items in Schedule-A shall be released as per approved supply plan.</p>
13.	Deleted.

14.	<p>Detailed BOM of each SOR line item supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the respective OEMs. The Bill of Material (BOM) shall be prepared for each item of Schedule of Requirement (SOR) as per Format (I) given below. This Bill of Material will be called “Detailed itemized Bill of Material for Schedule of Requirement” and will be prepared according to Note given under SOR.</p> <p>Technical Bid - Bidder(s) shall upload the complete un-priced copy (with make & model and Local Content in percentage) for each SOR Items. SOR along with the Breakup of individual itemized un-priced BOM for each item (as per Format given below) should also be submitted with the Technical Bid for evaluation. The technical bid submitted should not include prices, if found so, the technical bid will be REJECTED.</p> <p>Financial Bid - Bidder(s) shall upload the complete priced copy of each Schedule (cost of each sub-assembly, card, module, Licenses, supervision of I&C charges, Training, L-2 Support Engineer support upto issuance of PAC, during warranty period and during AMC period etc.), which should be exact replica of un-priced detailed BOM(s) submitted with Technical bid. SOR along with the Breakup of individual itemized priced BOM for each item (as per Format-I given below) should also be submitted with the Financial Bid for evaluation. The Financial Bid submitted without itemized priced BOM for mandatory items may liable to be REJECTED.</p> <p>Note: This priced copy submitted in the Financial bid should be the replica of the un-priced copy submitted in the Technical bid for evaluation.</p> <p>Detailed Un-Priced/Priced BOM is required to be submitted by the Bidders for all the Items which can be divided into logical units and which may be required by RailTel after installation phase (as given in Format-I below). Some of the parts of the SOR items may be required by RailTel for Augmentation of MPLS network. For SOR Items, which can't be divided into logical separate units for preparing detailed priced/un-priced BOM, only SOR price may be mentioned.</p>
15.	<p>Proof of Concept</p> <p>All Bidders offering their Router and Optics are required to conduct POC immediately after bid opening time as per Clause 4.A.47 of Chapter-4A (Section-I). Bidder are also required to submit details of Hardware/Software offered for POC as per Table-1 (Chapter-7, Annexure-II, Point-3) with-in 7 working days (except Saturday, Sunday and any Gazetted Holidays). Bidder is also required to share date of readiness for POC testing.</p> <p>After receiving details, contact details of RailTel or its authorized representative will be shared for conducting the POC through email within 2 working days (except Saturday, Sunday and any Gazetted Holidays).</p> <p>Proof of Concept (POC) for checking the Functional requirement of bidder’s offered Router and Optics will be conducted as per Clause 4.A.47 of Chapter-4A(Section-I) at the location approved by RailTel. Details of Functional requirement are mentioned in Annexure-II of Chapter-7.</p> <p>POC should be completed within 21 Days from the date of opening of bid. In case, bidder fails to demonstrate all the parameters of POC successfully in first attempt,</p>

	Bidder shall demonstrate remaining parameters of POC within 7 days of first attempt. Please note that maximum 2 attempts will be given to demonstrate all the functional parameters during POC stage as mentioned in Annexure-II of Chapter-7. In case bidder fails either to arrange POC or to meet any functional requirement given in Annexure-II of Chapter-7 within given timeline, RailTel reserves the right to REJECT their technical bid.
16.	Evaluation of bids will be done based on Total cost (Schedule 'A' and Schedule 'B'). After completion of evaluation process, Purchase Orders will be issued in favour of the selected bidder(s). Bidder has to submit the PBG as mentioned in the clause no. 4.A.6.
17.	It is bidder's responsibility to replace of all consumable items including batteries of rack supplied by the contractor (at no additional cost to RailTel) during Maintenance supervision, warranty and AMC period.

Information to Bidder for Compliance:

1. 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.
2. The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM as specified in clause No 4.A.14.2 of Tender.
3. 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.
4. The equipment offered should have complete data sheets and detailed description on OEM's web site.
5. The bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the OEMs of Routers & Transponder (if applicable). The detailed BOM shall indicate quantities of various modules/sub modules/cards/Licenses required for each equipment.
6. Bidder should provide **OEM Professional Services** upto the issuance of PAC as mentioned in Clause 3.D.8 of Tender document.

Detailed Bill of Material (BOM) format against each Supply Items (Schedule-A) (Format-I)

Schedule-A									
SN	Description	Total Qty	HSN Code	Basic Unit Price	Other Charges and Levies		IGST/CGST/SGST/GST		Price Per Unit (all inclusive) (5+7+9)
					%	Amt	%	Amt	
1	2	3	4	5	6	7	8	9	10

Total of Schedule-A									Rs XXXX

Note –

- (a) The item description in the above format for BOM is indicative only and Bidder is required to submit the detailed BOM covering all local & important components of their offered solution.
- (b) Above-mentioned Total of Schedule-A should match with the quoted Schedule-A Rates in the SOR.

CHAPTER-3

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

3.A.1 Introduction

3.A.1.1 About RailTel

RailTel is having MPLS based broadband telecom long haul network with next generation MPLS Network systems. The desired network should accommodate the growing demand for bandwidth, while maintaining compatibility, quality and enhanced flexibility to transport and route all traffic types like Internet Protocol (IP) data, Voice, Video, Tele-presence etc.

The technical specification given in this part describes functional as well as performance requirement of the proposed MPLS routers.

3.A.1.2 Overview of the Scope of Work

3.A.1.2.1 Supply of offered Hardware and Software at various sites/locations of RailTel's Regional Access Network of Northern Region. The scope includes Design, Installation, Testing & Commissioning of the Routers, Optics etc. including Integration with the existing network. The scope of work shall include, but not be limited to the following: Project Management, Supply of all related goods and providing all related services including custom clearance if required, transportation, Design, Installation, Testing, Commissioning of the telecom system and Training of RailTel personnel.

3.A.1.2.2 RailTel is planning to install Routers in the Regional access network of Northern Region as Core, Aggregation & Edge routers of the access network for seamless delivery of services across the network.

3.A.1.2.3 The desired network should accommodate the growing demand for bandwidth, while maintaining compatibility and enhanced flexibility to transport and route all IP traffic.

3.A.1.2.4 At present RailTel has deployed MPLS network in RailTel Northern Region using –
(a) Cisco NCS 5504 with IOS XR or latest
(b) Cisco N540 and N540x with IOS XR or latest
(c) Juniper MX204/MX480/MX960 with Junos 17 or latest

3.A.1.2.5 RailTel desires the proposed solution to be compatible with existing installed MPLS network.

3.A.1.2.6 The router platform must be highly intelligent with very basic, robust and simple architecture.

3.A.1.2.7 The Bidder to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network. All cabling work should be done with proper clamping. The cabling should be neat and structured with PVC pipe casing.

3.A.1.3 Overview of the Proposed Network

The details of the proposed network are as follows :

- 3.A.1.3.1 It consists of deployment of routers at various locations in Regional network of Northern Region categorized as Core access routers, Aggregation access routers & Edge access routers. List of locations will be provided to successful bidder after award of work.
- 3.A.1.3.2 All routers shall be interconnected over multiple 10G/40G/100G interfaces as per network schema.
- 3.A.1.3.3 These Core, Aggregation & Edge access MPLS Routers will be connected to nearest MPLS Core/Backbone routers. Proposed routers will be forwarding traffic and network information to existing core routers.
- 3.A.1.3.4 Proposed routers will establish connectivity with new & existing routers over OSPF, Border Gateway Protocol (BGP), Multi-Protocol Label Switching (MPLS) etc. Primarily, these routers will carry L2 VPN, L3 VPN, mVPN, VPLS, L2 circuit services etc. and aggregates the different Data, Voice & Multicast traffic through the MPLS PE Routers to the customers, with QoS as required by SLA.
- 3.A.1.3.5 Network shall be designed as per following:

S. N	Type of Routers	No of Routers/Locations
1.	Type-I	9
2.	Type-II	104
3.	Type-III	144

Locations of these routers will be informed to the successful bidder.

3.A.1.4 Quality Assurance Programme and Implementation Methodology

The bidder with quality assurance should prepare Implementation Methodology covering:

- (i) Schedule of Factory Acceptance Test, Supply, Installation, SAT (Site Acceptance Test), Testing, Trial runs, Commissioning, Integration, Network Acceptance Test etc.
- (ii) Allocation of manpower for different activities.
- (iii) Submission of PERT chart indicating completion of various activities within targeted time frame.

3.A.1.5 Manufacturing, Supply and Storage of Equipment

- (a) The bidder will be fully responsible for Manufacturing, FAT, Inspection and Supply of Equipment/cards/interfaces/software and all related items for **Installation, Testing, Commissioning and Integration** of the network including the following:

- (b) Integration with existing DWDM/SDH/MPLS Transmission Network as required.
- (c) Spares required for Commissioning, maintenance supervision, warranty period and AMC Period shall be maintained by the Bidder at his own cost.
- (d) All necessary cables and connectors required.
- (e) The bidder shall be responsible for transportation and storage of Equipment and all other items required for Installation and Commissioning of the network to RailTel's stores/sites as advised.

3.A.1.6 Site Preparation

3.A.1.6.1 RailTel' s Responsibility

Following shall be done by RailTel: -

- (a) Sufficient Space in Rack for housing of equipment.
- (b) Extending of -48 Volt DC or AC power supply (as per the case) required for MPLS Router equipment.
- (c) Extending Earthing of value less than 1ohm required for MPLS Router equipment.
- (d) Power supply from two independent sources shall be required to be extended to equipment.

3.A.1.7 Bidder's Responsibility

3.A.1.7.2.1 Bidder to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network. All cabling work should be done with proper clamping. The cabling should be near and structured with PVC pipe casing.

RailTel team will help to assist to get the permission for survey at each location, if necessary.

3.A.1.7.2.2 It shall be the responsibility of Bidder to transport the equipment (as mentioned in SOR, Chapter-2) to RailTel's stores/sites as advised for the **Design, Installation, Testing, Commissioning and Integration** with existing RailTel network. **OEM Professional Support** is required till network stabilizes i.e. **till issuance of Phase-I and Phase-II PAC.**

3.A.1.7.2.3 Requirement of power supply, Rack space and load shall be advised by the contractor for each type of equipment/ Site for tendered capacity and Ultimate capacity.

Bidder to give specification of DC/AC power/earthing cable required for commissioning of the supplied Routers.

3.A.1.7.2.4 The Bidder will be responsible for Integration of complete work for this tender including the System design of Network, Installation, Testing and Commissioning. OEM certified L-2 Support Engineer at NOC will monitor the progress of work and integration with the existing network, wherever required.

3.A.1.7.2.5 The selected Bidder and OEM will ensure seamless integration of the proposed solution with the existing MPLS Network. The detailed make and model list of the

existing routers location wise will be provided to successful bidder after award of work.

3.A.1.7.2.6 Bidder has to submit

- OEM Certified High level design of whole system
- OEM Certified Low Level design for whole system / Module design level at time of of equipment.
- Templates for Type-I, Type-II and Type-III routers for installation and integration in the RailTel Regional Access Network.
- Templates for various services e.g. L2 VPN, L3VPN, VPLS, Multicast etc. These shall be approved by RailTel before deployment of routers in the RailTel network.

3.A.1.7.2.7 Bidder will provide the one qualified OEM certified L-2 Support Engineer at NOC aftersupply of Equipment of first Phase for entire project duration i.e. from supply of equipment to the expiry of AMC period.

3.A.1.7.2.8 Bidder will provide **OEM Professional Support** till issuance of Phase-I and Phase-II Provisional Acceptance Certificate. This OEM professional Support will help to stabilize the Network and will successfully complete the NAT (Clause 3.D.8) as defined in the Tender document.

3.A.1.7.2.9 Maintenance of Equipment's during **Design, Installation, Testing, Commissioning and Integration, Implementation, maintenance supervision period, warranty period & AMC period** as per terms & conditions of RFP and its corrigendum.

3.A.1.7.2.10 Provisioning and commissioning of services will be in the Bidder's scope.

3.A.1.7.2.11 Replacement of all Consumable Items including batteries of Racks supplied by the Contractor (at no additional cost to RailTel) during Maintenance supervision, warranty and AMC period.

3.A.1.7.2.12 Supply of any other items, equipment, cards considered necessary to meet the end objectives as detailed in the tender document shall be included in offer and details for the same may be provided.

3.A.1.8 Design, Installation, Testing, Commissioning and Integration, Trial Run and Commissioning of Network/ System

The bidder shall be fully responsible for Quality Assurance of equipment & other network elements and supervision of following: -

- a) **Design and Installation** of the above said equipment/ items as per System design
- b) **Integration** with existing Network/system
- c) **Testing** of the Network/System as specified in the document
- d) **Trial run** of the Network/system
- e) **Commissioning** of Network/system

3.A.1.9 Training of Purchaser's Personnel and Change Management

Training on the MPLS equipment and network operation shall be provided by the Tenderer as per details given in Chapter-3-E and the tender document.

To provide professional training and development services at each stage of the project viz. **Design, Installation, Testing, Commissioning, Integration, Operation and Maintenance including AMC period.**

The successful bidder shall provide hands on training and online training with detailed course material on the installed equipment and software covering at least the following as per the schedule given by RailTel during complete project duration:

- Configuration and their operation of Networking Equipment, Type-I, Type-II and Tier-III Routers and other equipment etc. supplied under the project.
- Installation & Monitoring of Software Applications including alerts.
- Introduction to Routers, Racks and their configuration and operations
- Trouble shooting and preventive maintenance
- Training on operation of Type-I, II and III Routers.

These personnel shall work with the Bidder technical team staff to gain confidence and to get expertise during the execution stage of the project. The training content to be designed and delivered by successful bidder at successful bidder's own cost. All equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.

Timelines for Training and Development are as follows:

SN	Deliverable	Timeline in Months (M) (D= Date of award of LoA)
1	Preparation of training material, course etc. for IT awareness, role/function-based training of Routers monitoring, system technicians and supervisors etc.	D + 2M
2	Completion of IT awareness training	D + 3M
3	Continuous training and retraining during installation, warranty & AMC phase	As and when required by RailTel

Sets of training manual in two hard copies & two soft copies containing details of technical specification, Design, Installation, Testing, Commissioning, Integration, troubleshooting & maintenance schedule etc. shall be supplied by the bidder.

The bidder shall update the course material of manuals in case there are any changes owing to revision/modifications in equipment/system specifications.

3.A.1.10

Final Commissioning

The MPLS Network shall be considered to be commissioned only after successful completion of the Trial Run, issuance of Phase-I and Phase-II PAC, successful completion of 12 months of Maintenance Supervision after issuance Phase-II PAC and issue of Final Acceptance Certificate (FAC).

Any item of Tenderer's goods/services not specifically mentioned, but considered

essential for completion/commissioning of the work in all respects shall be deemed to be included in the scope of work. Any additional item, if required for completion of work, shall be required to be supplied by the bidder free of cost.

3.A.1.11 General System Guidelines

- a) Bidder shall be responsible for the successful completion of the project.
- b) Purchaser/Engineer reserves the right to modify, revise, and alter the specifications of equipment system prior to acceptance of any offer.
- c) If during the course of execution of the work any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered, the same shall be referred to the Purchaser/Engineer who shall give his decision in the matter and issue instructions directing the manner in which the work is to be carried out. The decision of the Purchaser/Engineer shall be final and conclusive and the bidder shall carry out the work in accordance thereof.

3.A.1.12 Technical Response

The technical response shall be fully comprehensive and detailed and will include detailed guaranteed specifications of the equipment and systems to be supplied. Marginal performance shall not be accepted.

3.A.1.13 Features and Capabilities of Equipment

The specifications defined under Chapter-8 contain the necessary requirements of RailTel with regard to the features and capabilities of the equipment to be offered by the bidders. These will be carefully studied and commented upon by the bidder. These should not be treated as maximum specifications.

3.A.1.14 Compliance to Technical Requirements

3.A.1.14.1 In the offer, the bidder shall include NIL deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the tender document.

In case of any deviation from terms and conditions mentioned in the tender document, the bidder may include item-wise statement for partially complied/non-complied clauses as Annexure with NIL Deviation statement as per details given below:

- a) "PARTIALLY COMPLIANT," if systems and functions offered meet the tender requirement partially. The bidder shall state the reason why the offer is partially compliant. However, if the bidder is able to fulfil the specified requirement later, the time schedule for this shall be stated. In such cases, the bidder shall clearly mention the extent to which other requirements or specifications are affected.
- b) "NON-COMPLIANT," if systems and functions cannot meet the requirements. The bidder shall also state the reasons for it.
- c) In addition to the above-mentioned compliance statements, wherever statement is given for some numerical parameter specified in tender, then bidder shall state the

- d) actual numerical value of specification as met by the offered systems/equipment.
In case of partially compliant or non-compliant bid, RailTel reserves the rights to **REJECT** the bid without assigning any reason.

3.A.1.14.2 NIL or Unclear Statements

In case of nil or unclear statements for compliance of any specified requirement, RailTel will interpret that particular requirement as being "NON-COMPLIANT."

3.A.1.14.3 Detailed Technical Information

The bidder shall include in his proposal the detailed Technical information, drawings and functional descriptions of the offered equipment to support the Compliance to Router Technical Specifications as in Chapter-8 of this tender document.

3.A.1.15 Supply of Software

Bidders should give undertaking that all the licenses of Firmware and Software of the offered Routers under this Tender would be registered in name of M/s RailTel Corporation of India Limited (**Form no. 8, Point no. F**).

CHAPTER-3

B. PROPOSED NETWORK ARCHITECTURE FOR Type-I, Type-II and Type-III Router

3.B.1 Network Layers of the proposed network

The routers are proposed to be installed and commissioned in the 3-tier topology in regional access network i.e. Core, Aggregation & Edge access layer.

3.B.1.1 Core access layer MPLS Routers:

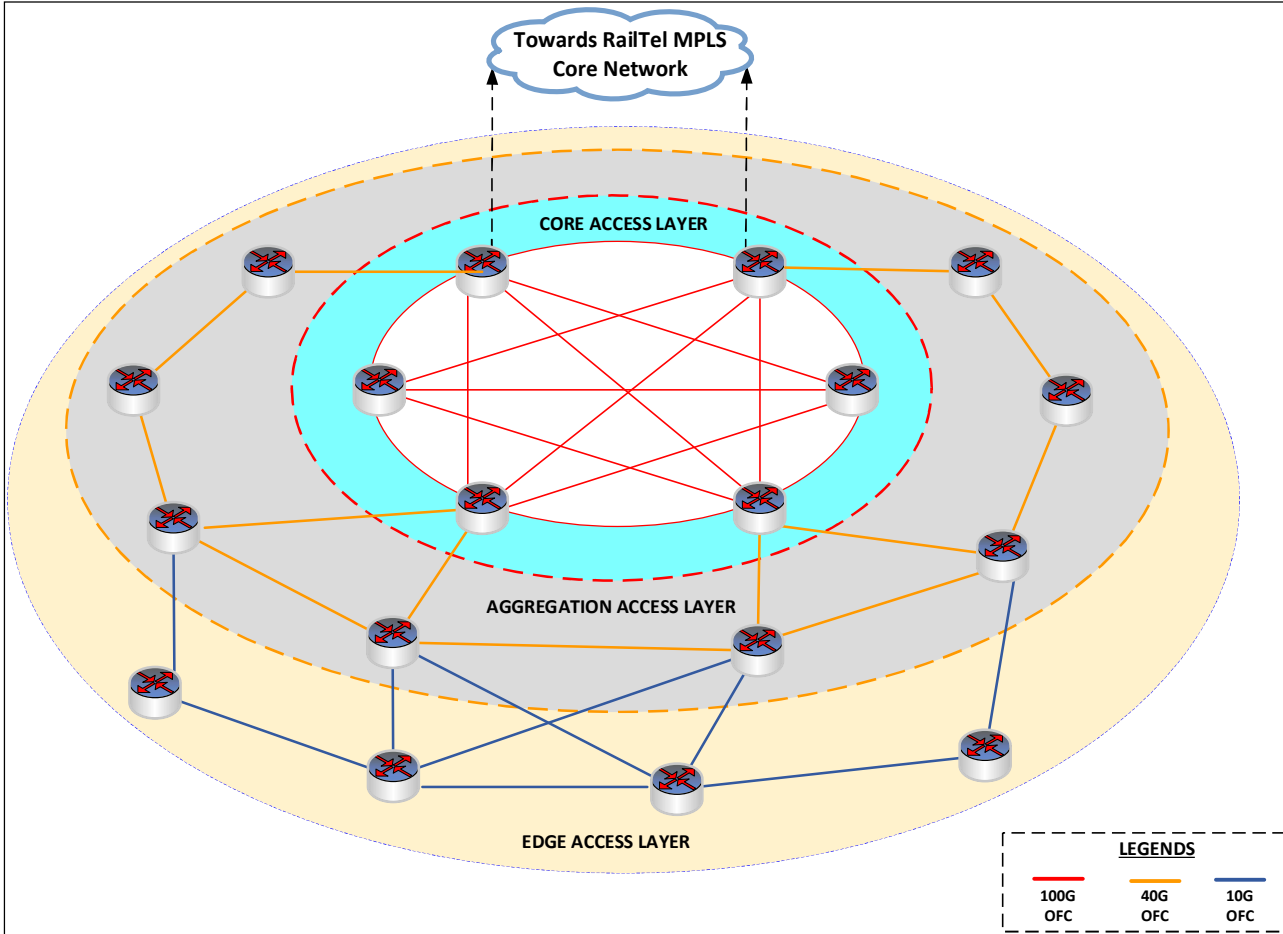
In core access layer MPLS Network will consist of 9 locations/routers to begin with and each such location/router shall be connected over 100G interfaces with Core Access Network and over 40G interface with Aggregation Access Network with minimum two different nearest Routers. Technical specifications of Core access layer Router are defined as per Chapter-8 of Technical Specifications.

3.B.1.2 Aggregation access layer MPLS Routers:

In Aggregation access layer MPLS Network will consist of 104 locations/routers to begin with and each such location/router shall be connected over 100G interfaces with Core Access Network, 40G interfaces with Aggregation Access Network and over 10G interface with Edge Access Network with minimum two different nearest Routers. Technical specifications of Aggregation Access layer Router are defined as per Chapter-8 of Technical Specifications.

3.B.1.3 Edge access layer MPLS Routers:

In Edge access layer MPLS Network will consist of 144 locations/routers to begin with and each such location/router shall be connected over 10G interfaces with Aggregation access and Edge Access Network with minimum two different nearest Routers. Technical specifications of Aggregation Access layer Router are defined as per Chapter-8 of Technical Specifications.



High Level Diagram (HLD) of Regional MPLS Access Network

CHAPTER-3

C. Deleted.

CHAPTER-3

D. INSPECTION, DESIGN, INSTALLATION, TESTING, COMMISSIONING AND INTEGRATION

3.D.1 TESTS AND MEASUREMENTS

All equipment shall be subjected to tests as per technical specification and requirement specified in Chapter-8, 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.

3.D.1.1 Test Categories (This should be for all the items to be inspected by RailTel)

- i) The following tests shall be conducted for acceptance of the equipment and the system before final acceptance of the system. Waiver of Part or whole of type tests can be considered if proof of having done the tests by independent body or PTT authority is submitted.
 - a) Pre-Factory Acceptance Testing
 - b) Factory Acceptance Testing
 - c) Pre-commissioning test (after installation) for total integrated system.
 - d) Site Acceptance Testing (SAT)
 - e) Trial Run
- ii) 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.
- iii) Bidder shall arrange all necessary test instruments, manpower, test-gear, accessories etc.
- iv) All technical personnel assigned by the bidder 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.
- v) **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.

3.D.1.2 The plans shall include:

- 1) System/Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.
- 2) Test procedures (including time schedule for the tests) and identification of test inputs details and desired test results

3) Test Report:

The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by bidder. 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:

- i) Test results
- ii) Comparison of test results and anticipated (as per specifications) test result as given in test plans and reasons for deviations, if any.
- iii) 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 is well within the specified limits

vi) Failure of Equipment/Cards/Components:

Till the system is accepted by the Purchaser, a log of each and every failure of equipment/cards/components shall be maintained. It shall give the date and time of failure, description of failed equipment, circuit, module, equipment designation, effect of failure of equipment 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 bidder 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 bidder shall replace the necessary equipment 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, bidder 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 bidder has placed the equipment back into acceptable operation. Purchaser's approval shall be obtained for any allowable logical time required to replace the failed equipment/unit/module/sub-system.

vii) Readjustments

No adjustments shall be made to any equipment during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, bidder 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.

3.D.2. Pre-Factory Acceptance Testing

The bidder on his own exactly in line with pre-approved test plan shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Purchaser/Engineer before inspection.

3.D.3. Inspection/Factory Acceptance Test

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:

A) Equipment Testing

- (i) Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- (ii) Electrical checks including internal wiring, external connections to other equipment etc.
- (iii) Check for assuring compliance with standards mentioned in the specifications.
- (iv) Individual check on each/module/sub-assembly in accordance with the modes and diagnostics programs of the Tenderer.
- (v) Checks on power consumption and heat dissipation characteristics of various equipment.
- (vi) Environment testing and other laid down tests in Type Tests plan of the specification of the equipment.
- (vii) Functional testing
- (viii) Any other test not included in FAT document but relevant to the project as desired by the Purchaser/Engineer at the time of factory acceptance testing.
- (ix) Any expenses against inspection shall be borne by the bidder. Traveling, lodging & boarding expenses of RailTel's representative shall be borne by RailTel.

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

Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of certified

manufacturer test report and detailed inspection of the equipment which shall be arranged by the Bidder at a suitable facility within India.

B) 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 the functions of software shall be demonstrated in totality (as per requirements/specifications of this document including management of MPLS equipment in respective sections). 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. This testing shall be conducted at the manufacturing facility of the main equipment.

3.D.4. Installation

After successful completion of Inspection, equipment shall be sent to site for installation. Equipment without factory acceptance/inspection certificates shall not be acceptable at site.

Prior to installation, all equipment shall be checked for completeness as per the specifications of equipment required for a particular Site/Location. Installation shall be carried out in accordance with the installation manuals and approved installation drawings & site plan in the best workmanship. Installation will be done Bidder under supervision of OEM Professional Service Engineer and under supervision of RailTel authorized representative at respective locations.

Bidder shall indicate the number of teams and the list of equipment for each team to be required for installation of the Routers in order to complete the work within the stipulated time frame.

Bidder shall bring all installation tools, accessories, special tools, test gears, spare parts etc. at his own cost as required for the successful completion of the job.

If during Design, Installation, Testing, Commissioning and Integration of the bidder any repairs are undertaken, the maintenance spares supplied with equipment shall not be used for the repair. Bidder 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 bidder to Purchaser/Engineer and shall include cause of faults and repair details, within 2 weeks of fault occurrence.

A detailed time schedule for these activities shall be submitted by bidder to Purchaser/Engineer to enable their representatives to be associated with the job.

Bidder shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, interbay and inter equipment cables, power supply cables and connectors, power distribution boxes,

anchoring bolts, nuts, screws, washers, main distribution frames, audio distribution frames, voice frequency cables, junction boxes etc.

The installation of equipment shall be done by the Bidder in such a manner so as to ensure 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. All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

3.D.5. Pre-Commissioning

On completion of installation of Router at the Site, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the bidder 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 bidder and the test shall be carried out by the bidder on his own. After the tests have been conducted to the bidder's own satisfaction, the bidder 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, bidder shall identify the same and provide report/history of all faults to the Purchaser.

During installation and pre-commissioning of the Equipment's supplied under the tender, bidder shall have enough number of commissioning spares so that the installation is not held up because of non-availability of commissioning spares.

3.D.6. Site Acceptance Testing (SAT)

On completion of Pre-commissioning, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the bidder under the presence of Purchaser/Engineer. SAT will be done by the Bidder under supervision of RailTel authorized representative at respective Regional Site/locations. Site/Location wise SAT document will be signed by Bidder and RailTel authorized representative at respective regional locations.

The tests shall include, but not be limited the following:

- a) Checks for proper installation as per the approved installation drawings for each equipment/item and system as a whole.
- b) Guaranteed performance specifications of individual equipment/item.
- c) Self-diagnostics test on individual equipment.
- d) Tests on remote alarm transmission and reception.
- e) System tests on END TO END for the system, all complete.

3.D.7. Trial Run/Field Trials

Upon conclusion of the Site Acceptance Testing (SAT), the bidder shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period bidder shall provide all Support engineers & Technicians to maintain the total log, incidents and failures. 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' any defect is noted in the system, the bidder shall rectify, replace the same to the satisfaction of Purchaser's/Engineer. The decision to repeat the final test or restart the 'Trial' shall be of Purchaser/Engineer depending upon the severity of the defect.

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

Ideally, during the 'Trial run, 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 Router Site/Location and the availability of the system per Router basis shall be calculated, accordingly and results submitted to Purchaser/engineer.

If the system fails to come up to the guaranteed performance, the bidder, 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 bidder. 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 bidder and to bring the system to the guaranteed performance with the help of third party at the expense of the bidder.

3.D.8. Provisional Acceptance Certificate (PAC)

3.D.8.1 After successful completion of SAT and Trial Run/Field run, Bidder will do Network Acceptance Test (NAT) to ensure that all the hardware and the software supplied are as per the specifications and the requirement indicated in the technical specifications. The bidder shall submit a comprehensive write-up on "Network Acceptance Test" to cover the all functional requirements and technical specifications as it proposes to be conducted, which will be further reviewed and approved by Engineer In-charge RailTel through its concerned ED/GGM/GM.

After that, the successful bidder is required to carry out the specified tests/measurements as approved in "Network Acceptance Test" report. All tests/demonstration or measurement shall be witnessed by purchaser and/or its authorized representatives during Network acceptance testing. Bidder shall provide the **OEM Professional Services** for successful completion of NAT.

Router/Module/Cards/Interfaces shall be **ACCEPTED** by the RailTel only after successful completion of **NETWORK ACCEPTANCE TEST (NAT)**. After successful completion of N.A.T., the Bidder/OEM will have to submit a duly signed and stamped "Network Acceptance Test Report" to RailTel.

S. No.	Test Name	Required Report
1	To configure the OSPF neighbor ship with existing MPLS network routers.	Bidder/OEM has to demonstrate required test live on network and submit complete configuration, corresponding & test result in reportable format.
2	To configure the BGP neighbor ship with existing Route reflector routers.	-do-
3	To configure the RSVP based tunnels over existing MPLS network routers.	-do-
4	To configure the LDP based tunnels over existing MPLS network (RSVP Tunnels) routers.	-do-
5	To configure MPLS traffic engineering over existing MPLS network routers	-do-
6	To configure Segment Routing and LDP over Segment Routing .	-do-
7	Complete configuration and verification of L3-VPN customer with example	-do-
8	Complete configuration and verification of L2-VPN customer with example	-do-
9	Complete configuration and verification of L2 circuits with example	-do-
10	Complete configuration and verification of Multicast VPN with example.	-do-
11	Complete configuration and checking routes and latency	-do-
12	Complete configuration and checking of class-based forwarding on behaviour aggregate (BA) /multifield (MF) classification with COS	-do-
13	Complete configuration of RPM i.e. QoS Parameters which provide throughput, latency, packet loss, jitter commitments with example	-do-
14	Verification of redundant Power supply, hardware inventory as per technical specifications.	-do-

Below is an indicative list and format of “Network Acceptance Test Report”, which shall be used by bidder to formulate the comprehensive “Network Acceptance Test” report: -

Note: NAT will be signed by the Bidder, OEM representative (Professional Service) and the Purchaser authorized representative nominated by Engineer In-charge/RailTel through its concerned ED/GGM/GM.

3.D.8.2 Issues/bugs (not affecting the functioning of the solution) noticed during one month trial run and during NAT testing have to be rectified before issuance of PAC.

3.D.8.3 After signing of NAT and on submission of signed site/location wise SAT documents, Phase wise (as mentioned in Clause 4.A.4) Provisional Acceptance Certificate (PAC) shall be signed by Engineer In-charge/RailTel through its concerned ED/GGM/GM. PAC/NAT will not be held back for want of minor deficiencies not affecting the functioning of the solution. Deficiencies, if any, pointed at the time of issuance of NAT/PAC, will be rectified by the contractor within one month. System shall be considered commissioned after issue of PAC.

3.D.9. Maintenance Spares

3.D.9.1 Unit rates for each spare required for operation and maintenance shall be provided. Bidder shall also provide the address, contact person, mail-id, fax, and telephone no. of the manufacturer of the spare parts, if different from the bidder itself. The bidder shall warrant that spare part for the system would be available for minimum of 8 (1 Year Maintenance Supervision+ 2 Year Warranty + 5 Year AMC) years after issuance of both phase-I and Phase-II PAC as per clause no. 3.D.8.

In case of stoppage/discontinuation of production of spares for the installed equipment by OEMs, the bidder has to provide one-year advance intimation to the Purchaser so that the Purchaser may order the requirements of spares in one lot.

Sufficient number of spares (for operation and maintenance) shall be kept against SOR items as mentioned (with round off at the higher side) to maintain the SLAs. Spares shall be provided from the same manufacturing facilities/location from where the respective equipment, subsystems are offered.

The list of the required spares being supplied with unit cost and total cost should be attached along with the bid.

3.D.9.2. Spare part management for spare during the maintenance support services, warranty and AMC phase in order to meet the SLAs shall be undertaken by the successful bidder.

3.D.9.3. The list of maintenance spares, required for providing maintenance support with Uptime being asked for, shall be worked out by the bidder in consultation with the OEM and submitted for RailTel's approval. These spares shall be stocked at various locations proportionately and checked by RailTel at the time of acceptance of the network (to be defined by RailTel later).

3.D.9.4. RailTel shall hold successful bidder responsible for all SLAs mentioned in the RFP and subsequently in the contract document, however, for ensuring the same, Certificates from all OEMs and/or authorized vendors/representatives (as per Forms of Chapter 6, (Section-I) will be produced to confirm that the life time maintenance support (three years warranty & five years AMC) by provisioning of spares.

3.D.9.5. In case the equipment offered/supplied under the contract is out of production/support or not available due to any reason, the contractor shall supply equipment with prior approval of purchaser's engineer.

3.D.10. Commissioning spares

The commissioning spare shall be arranged by the bidder to cater to the requirement during installation, commissioning, site acceptance testing, trial run and warranty period. These spares shall be readily available with the bidder, at specified locations.

3.D.11 Final Acceptance Certificate (FAC)

The final acceptance of the works completed shall take effect from the date of issuance of both Phase-I & Phase-II PACs and only after successful completion of 12 months of Maintenance Supervision as per clause 4.A.2.5, 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 Engineer In-charge/RailTel through its concerned ED/GGM/GM. 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.

Any item of Tenderer's goods/services not specifically mentioned, but considered essential for completion/commissioning of the work in all respects shall be deemed to be included in the scope of work. The tenderer may bring out any additional requirement and quote the price for the same as per the relevant SOR item, otherwise, it shall be required to be supplied by the tenderer free of cost.

CHAPTER-3**E. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES****3.E.1 SCOPE OF TRAINING**

Tenderer shall train 20 (Man Weeks) personnel of RailTel/Engineer in all aspects of the system. Training will be provided by OEM/OEM authorized training partner.

It shall be explicitly understood, that Purchaser's/Engineer's personnel shall be fully associated during Engineering, **Design, Installation, Testing, Commissioning and Integration** activities and this opportunity shall be taken by Tenderer to impart on the job training in addition to the above training course.

The training course shall be designed to train the trainees in all aspects of System engineering, equipment operation, installation and functional details, theory of operation of system, trouble shooting and familiarization with the system at component level. All equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.

Tenderer shall provide comprehensive documentation in hard copy as well as soft copy, course material (for train the trainer program), manuals, literature etc. as required for proper training of personnel at his own cost. Consolidated and comprehensive documentation shall be available to each participant. After the completion of course, all such materials shall become the property of the PURCHASER. Tenderer shall update the course material of manuals in case there are any changes owing to revision/modifications in equipment/system specifications.

Tenderer shall, prior to start of training, send complete training program including details of each course, duration, subject matter etc. The Purchaser/Engineer reserves their right to suggest any additions/deletions in the program, which shall be incorporated by the Tenderer at no additional cost.

3.E.2 Timelines for Training and Development:

SN	Deliverable	Timeline in Months (M) (D= Date of award of LoA)
1.	Preparation of training material, course etc. for IT awareness, role/function-based training of Router, Optics and Racks etc.	D + 2M
2.	Completion of IT awareness training	D + 3M
3.	Continuous online training during installation, warranty & AMC phase	As and when required by RailTel/Railways

3.E.3 BIDDER DATA REQUIREMENT AND DOCUMENTATION

Documentation shall be supplied in hard as well as soft copy for the system. Minimum 2 sets of full documents shall be supplied by the tenderer in hard copy. 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 understand and use the system:

- a) System description, System configuration diagram & Connectivity diagram.
- b) Detail technical manual of the system.
- c) User manual of the system.
- d) Equipment interconnection diagram including details of various interfaces, signalling protocols used at each stage.
- e) Layout of equipment and space requirements.
- f) Installation manual including installation procedure and commissioning.
- g) Supervisory configuration, alarm list, operator interface etc.
- h) Maintenance manual of the system containing:**
 - (i) Preventive maintenance procedures.
 - (ii) 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 turn-around time for repair and the details of the maintenance support service centre to be furnished in the bid and all other maintenance related details.
 - (iii) Expansion possibilities of the system without causing deterioration in the system performance.
 - (iv) 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.
 - (v) Documents to be supplied after trial runs but before System commissioning (Acceptance of the System by Purchaser/Engineer).

3.E.4 DESIGN GUIDELINES

- i) 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 controlling station/NMS on real time basis.
- ii) The healthy condition of the units shall be displayed by green LEDs, unhealthy condition by red LEDs.
- iii) Equipment shall conform to the similar housing standards and shall preferably be integrated in one 19” rack.

- iv) All venting, cooling shall be natural. However, in case of equipment with internal forced cooling, suitable dust filters may be used, if required.
- 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 the wiring work whether power cable, network cable or OFC cable should be wired and clamped properly on the channels and coding may be provided for the identification of the cables.

CHAPTER 4

A. COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

4.A.1.1 The bidder shall complete the offer letter (Chapter-1, Section-I) and the Price Schedule (Chapter-2, Section-I) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

4.A.1.2 The offer should remain valid for a minimum period from the date of opening of tender including the date of opening as indicated in Bid Data Sheet (BDS) Chapter-5, Section-I.

4.A.2 Warranty

4.A.2.1 The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter-5, Section-I. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

4.A.2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time as mentioned below in the Clause 4.A.2.4.4, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

4.A.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.

4.A.2.4 Warranty Support

4.A.2.4.1 Material for repair during Warranty Period shall be handed over/taken over by contractors engineer at respective site or mutually agreed RailTel PoP location/Station.

4.A.2.4.2 During the warranty period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials,

design or workmanship in the plant, or from faulty execution of the work 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.

4.A.2.4.3 During the **FREE WARRANTY MAINTENANCE PERIOD** i.e. Twelve months (will be counted from date of issuance of both Phase-I & Phase-II PAC, whichever is later) of the Maintenance Supervision Period between issuance of both Phase-I & Phase-II PAC & Final Acceptance Certificate (FAC) and 2 years after issuance of FAC}, 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. Additional Manpower, if considered necessary, shall be provided by the bidder to stabilize the network at no additional cost to RailTel. The Contractor's Engineer shall be responsible to identify the fault and advise corrective measures and ensure that defective cards are replenished. Penalty and SLA calculation will be done as per the clause 4.A.8 of Tender document.

4.A.2.4.4 Bidder should provide one OEM certified L-2 Support Engineer at NOC after supply of Phase-I Hardware and Software.

4.A.2.4.5 **Replacement Services during Maintenance Supervision, Warranty and AMC Period**

4.A.2.4.5.1 **Bidder's Responsibility:**

- The Bidder will provide the replacement of all Faulty Router equipment/cards/optics/other Router accessories on Next Business Day (NBD) support. **To ensure the same, Bidder has to show the NBD support on the OEM portal or OEM certification that all equipment purchased are under NBD support and TAC Support under Severity Level-1. Bidder shall include complete Hardware and Software offered under this Tender. The same will be verified by RailTel or its authorized representative.**
- **For Racks, the Bidder will provide the Comprehensive AMC from OEM.**
- The Contractor will take-over the defective Cards/SFPs/Optics, Racks from each of the RailTel POP location or mutually agreed location. The following activities will be performed by the contractor:
- After receiving a defective part request from RailTel through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel POP location.

- Before issuance of PAC, it is the responsibility of the Bidder to warrant all the equipment's backed up by OEM.
- **Delivery Period:** The replacement for defective part will be arranged by the contractor on next business day support at the Fault site/location and the faulty equipment/cards/accessories will be handed over to him. The penalties mentioned in below will be applicable for not replacing the faulty part within 4 (four) working days. The contractor will also give probable reason for repeated failure of cards/modules.

Uninterrupted Network: For smooth and uninterrupted traffic during the repair / replacement being carried out by the contractor.

1. All transportation, freight and insurance charges will be borne by the contractor.
 2. Contractor will keep the record of repair on each defective part/cards/SFP/Optics/Racks with serial numbers (unique identification) particulars.
- For Item no. 1.1 to 1.4, 2.1 to 2.4 and 3.1 to 3.2 of SOR i.e. Router and Router Optics: If the Bidder fails to replace card/Part within 04 Working days, the following penalties will be imposed:

Equipment	Duration of repair (Working Days)	Deduction/Penalties
All Modules and accessories	More than 04 days and up to 10 days	2% of the cost of affected part/module
All Modules and accessories	More than 10 days and up to 15 days	10% of the cost of affected part/module
All Modules and accessories	More than 15 days and up to 30 days	25% of the cost of affected part/module
All Modules and accessories	More than 30 days	100% of the cost of affected part/module

- For Item no. 4.2 to 4.3 of SOR **For Racks:** If the Bidder fails to replace card/Part within 10 Working days, the following penalties will be imposed:

Equipment	Duration of repair (Working Days)	Deduction/Penalties
All Modules and accessories	More than 10 days and up to 15days	2% of the cost of affected part/module
All Modules and accessories	More than 15 days and up to 20 days	10% of the cost of affected part/module

All Modules and accessories	More than 20 days and up to 30 days	25% of the cost of affected part/module
All Modules and accessories	More than 30 days	100% of the cost of affected part/module

Note:

1. In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost.
2. OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.

4.A.2.4.5.2 RailTel's Responsibility

RailTel will hand over the defective Card/SFP/Parts/etc. to the contractor's authorized representative at each fault location/RailTel PoP Location along with the following relevant information & documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.
- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Perform a physical check test on the repaired parts.

4.A.2.5 Maintenance Supervision

4.A.2.5.1 After issue of both Phase-I & Phase-II Provisional Acceptance Certificate (as mentioned in Clause 3.D.8, including trial run period if any), the contractor shall be responsible for proper maintenance supervision of the complete system free of cost for a period of twelve months (Twelve months will be counted from date of issuance of both Phase-I & Phase-II PAC, whichever is later). For this purpose, Bidder shall prepare a maintenance plan and one qualified L-2 Support Engineer stationed at the location approved by RailTel authorized representative who will supervise and maintain the supply Hardware installed under this tender.

4.A.2.5.2 During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any deficiency in work, the contractor will rectify the same at no cost to RailTel. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the Schedule of material of this tender, if any, shall not be permitted to be used during installation, testing, commissioning, integration and period of maintenance supervision.

Brief Roles and Responsibilities of OEM certified L-2 Support Engineer is given in Clause 4.A.8.7.

The OEM certified L-2 Support Engineer shall be responsible to identify the fault and advise corrective measures and ensure that defective cards are replenished. The Contractor's Engineer shall be responsible to identify the fault and advise corrective measures and ensure that defective cards are replenished.

4.A.2.5.3 During this period of maintenance supervision if any shortfall is noticed in the functioning, as a result of any deficiency in work, the contractor will rectify the same at no cost to RailTel. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract.

4.A.2.5.4 To summarize, the total period of warranty as per BDS in Chapter-5 (Section-I), will comprise of first 12 months of Maintenance Supervision (Twelve months will be counted from date of issuance of both Phase-I & Phase-II PAC, whichever is later) extendable by RailTel for reasons as explained, as per para 4.A.2.5 above, post which FAC will stand issued. Issue of FAC will be followed by 24 months of warranty as per para 4.A.2 & 4.A.2.4 above.

4.A.3 Long Term Maintenance Support (AMC)

4.A.3.1 Bidder shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 5 years. The long-term maintenance support shall be comprehensive and include all hardware and software of **Router, Optics, SFPs, Racks and all other accessories** etc. supplied against this contract. RailTel should extend the benefits of software update/up-grades made by Bidder on the system from time to time to improve performance. During this period the scope of work as mentioned in Clause 3.A.1.4 (Chapter-3, Section-I) & its sub-clauses will be applicable. This includes provision of one Qualified L-2 support engineer a NOC.

4.A.3.2 Bidder shall be paid @ 5% (minimum) + Applicable Taxes of overall Cost of Schedule (A) (excluding Taxes and Duties) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake maintenance, repairs and replacements of all type of equipment/module/ card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the system after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e., issue of AMC's LOA.

AMC would have to be valid for minimum period of 5 years after completion of warranty. This period of 5 Years may be extended further with mutual consent of RailTel and Bidder/OEM.

4.A.3.3 Separate LOA for AMC shall be issued by RailTel and separate LOA shall be signed with the Bidder after completion of warranty period. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC of five years from the date of issue of LOA for AMC shall be required to be submitted by OEM/Tenderer for due fulfillment of long term maintenance support obligation.

Value of PBG will be @10% of the total value of LOA for AMC of five years or as per Government of India guidelines applicable at the time of issue of LOA for AMC. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.

4.A.3.4 Quarterly payment for AMC Charges as per the Service Level Agreement (SLA) at the end of every quarter would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by Engineer In-charge/RailTel through its concerned ED/GGM/GM.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Form no.3 (Chapter-6, Section-I). Any deviation, which is not acceptable to RailTel, will lead to **REJECTION** of the bid summarily.

4.A.4 Phase-wise Delivery/Implementation timelines

Milestones for Design, Supply, Installation, Testing, Commissioning and Integration from the date of issue of Letter of Acceptance (LOA) are tabulated as under.

Phase	Completion Target	Deliverable	Timeline in Months (M) (D= Date of issue of LOA)
Phase-1	Final Design of Type-I,II and III routers	(i) Submission of Final Design Document for Type-I,II and III routers after doing site surveys for approval and complete due diligence with RailTel Field and NOC Team. (ii) OEM Certified <ul style="list-style-type: none"> • High Level Design of whole System • Low Level Design of whole System 	D+1M
		(i) Templates for routers for installation and integration in the Network. (ii) Templates for various services e.g. L2 VPN, L3VPN, VPLS, Multicast etc. (iii) Supply, Installation, Testing, Commissioning and Integration of Routers at minimum 10 locations (Type-I: 1 Router, Type-II: 4 Routers and Type-III: 6 Routers) with the existing network and testing of L2 VPN, L3VPN, VPLS, Multicast VPN etc. service. Locations of these routers will be informed to the successful bidder.	D+3M

Phase-1	Supply of SOR items and Pilot Testing of Routers	Supply of all SOR Items	
			D + 3M
Phase-2	Installation, Testing, Commissioning and Integration of the System	i) Installation, Testing, Commissioning and Integration for balance Type-I,II and III routers along with mobilization of equipment, materials etc. ii) Installation & Commissioning of racks and other SOR items along with mobilization of equipment, materials etc.	D+6M

All timeline calculations are from the date of issue of LOA. Bidders need to share their detailed project plan as per the schedule mentioned above. Time is essence of the contract and all timelines should be strictly followed. Bidders are required to plan all activities in such a manner that the project is completed within the above prescribed timeline and to carry out activities in parallel to the extent possible.

4.A.4.3 Bidder in all cases is required to adhere to the project timelines and the project plan shared. In case of delay in implementation and/or on the basis on inability to adhere to the functional and operational requirements of the System as stated in this RFP, RailTel will be within its right to take measures as detailed in Terms and Conditions of the Contract.

4.A.4.4 RailTel Northern Region Details:

Region/Head Office	Address
Northern Region/ New Delhi	Executive Director 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, New Delhi-110053 Fax: +91-11-22185978 Tel: +91-11-22185933 Email: vijaylaxmi@railtelindia.com

4.A.4.5 Project Preparation

4.A.4.5.1 The successful bidder shall submit a detailed implementation plan as per the project deliverables timelines with the Technical bid and also before the commencement of the project.

4.A.4.6 Design and approval phase

4.A.4.6.1 The successful bidder shall conduct a detailed study of functional and technical requirements of the material to work to make the required system configuration and

design modifications to its solution if required in order to achieve the desired functionality. However, the same must be tested, accepted and approved by RailTel/Railways.

4.A.4.6.2 Submission of Design Document for proposed MPLS design indicating all the components of the Router including Traffic requirement for RailTel's approval.

4.A.4.7 Installation, Testing, Commissioning and Integration with Existing Infra

4.A.4.7.1 Installation and commissioning of software, hardware and equipment as per terms and condition of the tender.

4.A.4.7.2 Carry out all the customization/configuration activities as identified during Design phase by RailTel/Railway.

4.A.4.7.3 RailTel/Railways reserves the right to seek customization to meet its requirements.

4.A.5 **Payment Terms**

Note: It may be noted that bidder is permitted to quote only in Indian Rupees. Accordingly, all payments will be made in Indian Rupees only.

4.A.5.1 **Payment Terms for Supply Items:**

4.A.5.1.1 75% payment of the value of the supply items against LOA/PO would be made on receipt of material by the consignee (at site /the stores, to be decided by RailTel) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- Tax Invoice.
- Delivery Challan.
- Contractor's certificate of dispatch /Packing list.
- Factory Test Report.
- Purchaser's Inspection certificate.
- Consignee receipt of material
- Certificate of receipt of Goods in Good Condition.
- Warranty certificate (as defined in Clause 4.A.2.4.5.2) from OEM for supplied Hardware.
- Transit Insurance certificate.
- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
- Undertaking for fall clause.
- Performance Bank Guarantee

4.A.5.1.2 Balance 20% payment of the value of supply items of the LOA/PO on issue of Provisional Acceptance Certificate (PAC) and on submission of following documents –

- Signed Provisional Acceptance Certificate (PAC).
- Spares stocked at various locations for defined SLAs as mentioned in Clause 3.D.9.3.
- Warranty certificate (as defined in Clause 4.A.2.4.5.2) from OEM for supplied Hardware.

- Monthly Fault and Replacement Report for Supplied Hardware.
- Monthly Attendance Sheet of OEM Certified L-2 Support Engineer till issuance of PAC.
- Deductions, if any against SLA, non-availability of Man-power, Replacement services etc.
- All above documents should be duly certified by RailTel Engineer In-charge.

4.A.5.1.3 5% payment of value of Supply items of the LOA/PO on issue of Final Acceptance Certificate (FAC) and on submission of following documents –

- Signed Final Acceptance Certificate (FAC).
- Two Year Warranty certificate (as defined in Clause 4.A.2.4.5.2) from OEM for supplied Hardware. Warranty period would start from the month in which the payment Invoice generated by Bidder/OEM.
- Monthly Fault and Replacement Report for Supplied Hardware.
- Monthly Attendance Sheet of OEM Certified L-2 Support Engineer till issuance of FAC.
- Deductions, if any against SLA, non-availability of Man-power, Replacement services etc.
- No dues certificate certifying that there is no pending Replacement left.
- All above documents should be duly certified by RailTel Engineer In-charge.

4.A.5.2 Payment of Service Items:

4.A.5.2.1 90% payment of items (except those mentioned in paras below) shall be made on successful **Design, Installation, Testing, Commissioning and Integration** of the Router/sites in accordance with location of service items, 5% on issue of PAC and final 5% on issue of Final Acceptance Certificate.

4.A.5.2.2 **Payment of NMS (Network Management System - Hardware & Software):** 90% payment shall be made on successful Supply, Installation, Testing & Commissioning of NMS, 5% on issue of PAC and final 5% on issue of Final Acceptance Certificate.

4.A.5.3 Payment of Services (Long Term Maintenance, AMC)

4.A.5.3.1 Payment of SOR Item towards “AMC/Long term maintenance Support” would be paid on quarterly basis by RailTel after successful completion of maintenance support of that quarter on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- Quarterly Invoice.
- Monthly trouble ticket Report
- Monthly Fault and Replacement Report
- Month wise Attendance sheet of OEM Certified L-2 Support Engineer
- One Year Warranty certificate (Minimum) (as defined in Clause 4.A.2.4.5.2) from OEM for supplied Hardware. One year Warranty would be checked at the beginning of first quarter billing of each year.
- Deductions, if any against service SLA and Replacement services.
- All above documents should be duly certified by RailTel Engineer In-charge.

- 4.A.5.3.2 Accounting unit/Bill passing unit for SOR items is GGM/M&P. All Bills shall be submitted to authorized representative of GGM/M&P for certifying & verification and forwarded to the Finance Department of RailTel for releasing the payment.
- 4.A.5.3.3 Monthly reports will be shared with RailTel regularly. Format will be mutually decided by RailTel and Bidder.
- 4.A.5.4 All the invoices raised by the bidder will be raised in the name of M/s RailTel Corporation of India Limited.**
- 4.A.5.5 The breakup of taxes has to be furnished and same should be reflected in the bills so that input GST credit can be availed by RailTel(RCIL).
- 4.A.5.6 All invoices will be raised by the contractor state-wise as per clause 4.A.7.
- 4.A.6 Performance Bank Guarantee (PBG)**
- 4.A.6.1 The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @10% for 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. PBG claim period should be valid till 1 year after PBG Validity.
- 4.A.6.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6, Form No. 1.
- 4.A.6.3 The Performance Bank Guarantee (security deposit) will bear no interest.
- 4.A.6.4 This PBG would be released after satisfactory completion of contract including warranty period plus 4 months. This PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 4.A.3.3 of this Chapter. In case of any extension of the project, the PBG shall be extended for the extended period plus 4 months.
- 4.A.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.

4.A.7 Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, CGST, SGST, IGST, UTGST etc. The Offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

- 4.A.7.1 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/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 4.A.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. The GST will be paid to the successful bidder only when it will be reflected on GST Portal otherwise Basic Invoice amount will be paid after necessary statutory deductions.
- 4.A.7.3 For all the taxable supplies made by the Bidder, the Bidder shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.A.7.4 If the Bidder fails to comply with any of the above, the Bidder shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.A.7.5 In case of incorrect reporting of the supply made by the Bidder in the relevant return, leading to disallowance of input credit to purchaser, the Bidder 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.
- 4.A.7.6 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.
- 4.A.7.7 In regards to works contract, the tenderer should have registration no. of GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.
- 4.A.7.8 The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/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.

4.A.7.9 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.

4.A.8 Service Level Agreement (SLA) and Penalties after issuance of PAC

4.A.8.1 The purpose of this Service Level Agreement (SLAs) is to define the level of service to be provided by the successful bidder to RailTel for the AMC period. The successful bidder has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of MPLS Router and associated Hardware/Software supplied under this Tender. Non-compliance of SLAs will lead to penalties as defined in subsequent sections.

4.A.8.2 Penalties shall not be levied on the successful bidder in the following cases: -

- a) Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the successful bidder and
- b) There's a Force Majeure event affecting the SLA which is beyond the control of the successful bidder.

4.A.8.3 Definitions

For the purposes of this SLA, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below:

- **“Uptime”** shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT& IT) will be calculated as:
$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Planned Downtime})]\} * 100$$
- **“Downtime/ Non-Availability”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of the bidder. For items being monitored/reported by EMS, downtime/non-availability will be reckoned from the time failure has been reported by EMS. For other item not being monitored/informed by EMS (to be provided by RailTel), down time/non-availability will be reckoned from the time contractor or his representative has been informed by the means of Telephone/mobile, fax, email or any other method at the address as specified by the contractor (whichever is earlier). The bidder shall specify the details of a) Telephone no. for calling, b) Fax no., c) Mobile no. for calling & SMS, d) e-mail id, e) postal address for correspondence. **Non-availability of back-up/stand-by system shall also be counted for down-time calculation.**

- **“Incident”** refers to any event / abnormalities in the functioning of the MPLS System specified as part of the Scope of Work of the Bidder that may lead to disruption in normal operations of the MPLS System.
- **“Helpdesk Support”** shall mean the OEM Certified L-2 Support Engineer at NOC which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- **“Resolution Time”** shall mean the time taken (after the incident has been reported at the helpdesk or EMS), in resolving (diagnosing, troubleshooting and fixing) the incident by making the service/component available to the user department.

4.A.8.4 Planned Downtime

Any planned application / System downtime would not be included in the calculation of application / System availability. However, the Successful Bidder should take at least 10 days prior approval from RailTel in writing for the planned outage, which should not be for more than 30 minutes, would be in lean period (non-movement period) and limited to max. 4 outages in a year. The bidder would ensure that the activities under the planned downtime are started only after getting the approval from the authorized representative of RailTel. In case activities are carried out without approval, the time period shall be considered as downtime under SLA.

4.A.8.5 Measurement of SLA

The SLA metrics specifies performance parameters as baseline performance, lower performance and breach conditions. All location wise SLA calculations will be done on monthly basis and penalties will be recovered on quarterly basis during AMC period. Payment to the successful bidder will be linked to the compliance with the SLA metrics.

For period pertaining to Pre-Implementation SLA- Please refer to Liquidated damages Clause at 4.A.11.

SLA Matrix after issuance of PAC:

SN	SLA Parameter	Description/ Reporting	Target	Definition of Downtime	Monitoring Mechanism
1	Availability of Router, and Rack wise SLA calculations and associated Hardware	Reporting per location of Router, Rack & Hardware and Software	Uptime – 99.99 % for redundant system and 99.95% for non-redundant System of time measured on monthly basis for a 24x7x365 time period)	Shall include the service disruptions caused due to reasons including but not limited to Router, Optics, Racks and other accessories (24x7x365)	Downtime/non-availability will be reckoned from the time contractor or his representative has been informed by the means of Telephone/mobile, fax, email or any other

SN	SLA Parameter	Description/ Reporting	Target	Definition of Downtime	Monitoring Mechanism
	and Software.				method at the address as specified by the contractor (whichever is earlier)
2	Availability Centralized help desk.	OEM Certified L2 Support Engineer (for Router and associated Hardware) 8x5 in RailTel Regional NOC	Availability 100%	Non-availability	Attendance log/register mechanism to be maintained by bidder and shared with RailTel every month. The same will be taken into consideration while finalizing SLA penalty.
4	Log and Response to issue raised	Response to an incident call will include sending a notification to the person raising the call, either through email or on Phone/SMS, acknowledging the call and informing him/her of the expected resolution time for the call. The contractor is expected to log and respond to 99% of all the incident calls registered within the stipulated time frame of max. 60 mins.	99% (Log and response in max. 60 minutes of min. 99% of incident raised)	Response to calls raised in more than 60 mins or non-response	Automated reporting tool from helpdesk (to be provided by RailTel)

Note: Period for SLA calculation: Monthly

4.A.8.6 Penalty

Penalty table includes penalty that would be levied on the successful bidder on non-achievement of SLAs defined above. Slabs have been created for each SLA and penalty would be imposed on bidder as per the SLA achievement/non-achievement for the period under consideration. System downtime/Non availability will be calculated as per monitoring mechanism defined in SLA matrix.

- Annual Maintenance Charges shall be paid on quarterly basis at the end of the quarter, subject to the deduction for the down time mentioned below.
- SLAs will be monitored and reported on monthly basis to RailTel by the 5th working day of each month.

- Penalties shall be calculated and is to be deducted from the Annual Maintenance Charges on quarterly basis. Overall penalty in a quarter shall not exceed 15% of the due amount of the quarterly AMC work executed by the Bidder.

Penalty after issuance of PAC

SN	Penalty Description	
1	Availability of Router, Rack and other associated Hardware and Software procured in this Tender.	Penalty to be charged on a quarterly basis of annual cost of AMC.
	Above or equal to 99.95%	No penalty
	Below 99.95% to more than or equal to 99%	5%
	Less than 99%	10%
3	Availability of L-2 support	Penalty to be charged on a quarterly basis
	Equal to 100%	No penalty
	Below 100% to more than or equal to 95%	5%
	Less than 95%	10%
4	Log and Response to issue raised	Penalty to be paid on a quarterly basis
	Above or equal to 99%	No penalty
	Below 99% to more than or equal to 98%	5%
	Less than 98%	10%

In addition to the above penalty for breach of the SLA parameters, No payment for the month would be made for the Router location where the down time observed would be more than 20% for Availability of Routers.

In case of frequent SLA breaches, RailTel reserve the right to forfeit the PBG submitted by the bidder.

As described above, if the contractor fails to provide the Technical Support Services and Repair / Replacement services within the reasonable time, the following KPIs will be used:

Technical Support Services

Equipment up time should be 99.99 % for redundant system and 99.95% for non-redundant System excluding the dependencies on account of RailTel and unforeseen circumstances. If the Bidder fail to achieve uptime as mentioned, the following penalties will be imposed. It will be calculated on quarterly (3 month) basis and maximum penalties will be 10% of the cost of Equipment per year.

Service type Parameter	Service Level	Penalties
For redundant system	$\geq 99.99\%$	NIL
	Between 99.99% and 99%	0.2% of the cost of Equipment

	Between 99% and 98%	2% of the cost of Equipment
	Between 98% and 97%	4% of the cost of Equipment
	Between 97% to 95%	6% of the cost of Equipment
	< 95%	10% of the cost of Equipment
Non redundant system	>= 99.95%	NIL
	Between 99.95% and 99%	0.2% of the cost of Equipment
	Between 99% and 98%	2% of the cost of Equipment
	Between 98% and 97%	4% of the cost of Equipment
	Between 97% to 95%	6% of the cost of Equipment
	< 95%	10% of the cost of Equipment

The SLA metrics specifies performance parameters as baseline performance, lower performance and breach conditions. SLAs for **Router, Rack & associated Hardware and Software** procured under this tender will be done on monthly basis and penalties will be recovered on quarterly basis during AMC period. Penalty for PAC period and warranty period (after issuance of FAC) will be recovered from FAC and warranty payment. Payment to the successful bidder will be linked to the compliance with the SLA metrics.

For period pertaining to Pre-Implementation SLA- Please refer to Liquidated damages Clause at 4.A.11.

4.A.8.7 NOC Support

4.A.8.7.1 Dedicated L-2 NOC Support

To enforce fulfillment of support objectives, contractor shall provide one qualified L-2 Support Engineer (JNCIS/CCNP/equivalent or better) at RailTel NOC during the working day for level 2 support over the period of this contract.

(a) Responsibility Matrix of appointed OEM certified L-2 Support Engineer for Routers:

- Assisting in Network Monitoring and Surveillance
- Assisting in Fault Management
- Network Performance Management
- Routine & Preventive Maintenance of in-scope MPLS Network Elements
- Configuration Changes
- Back-up/Disaster Recovery
- On call support for Field operations to support other locations.
- Secure MPLS Network components
- Remotely Monitoring of Rack Health
- Prepare Monthly fault logs
- Assisting in raising AR
- Any other duty assigned by NOC In-charge/RailTel.

(b) General Terms and Conditions Applicable for dedicated L2 NOC Support

- i) The selection of the Engineer will be done by Contractor jointly with RailTel. RailTel will nominate their officer/s for interviewing the candidates.
- ii) The above support offerings will be 5 days a week as per RailTel business hours from Monday to Friday.
- iii) Normally the services of the engineers will be available during the above mentioned office hours, however in case of emergency the engineer will be available any time either on telephone or in NOC on call basis. Subsequent compensatory offs will be given to the engineer to avoid overloading of engineer.
- iv) The Engineer will not leave HQ without the permission of RailTel.
- v) The Engineer must be equipped with all necessary facilities/equipment such as Laptop, mobile telephone, data card, Internet connection; conveyance accommodation etc.
- vi) The prices quoted in SOR do not include any travel/boarding & lodging expenses outside of the working headquarter (decided by RailTel).
- vii) In case of requirements from contractor to log in to the system remotely, RailTel would provide adequate data communications facilities, remote access, telephone and modem connections, all in accordance with RailTel's Security policies and procedures, as may be necessary for the proper performance of contractor's obligations.
- viii) In case of unsatisfactory service, the Engineer will be withdrawn and replaced by a suitable one with a clear notice of 15 days.

4.8.7.2 L-1 Support Engineerfor Routers:

Contractor shall provide L-1 Support Engineer (JNCIA/CCNA/equivalent or better) at RailTel NOC as per SOR during 36 months of warranty period i.e. 12 months of Maintenance Supervision and 24 months after issuance of FAC.

(a) Responsibility Matrix of appointed OEM certified L-1 Support Engineer for Routers:

- Assisting L2 Support Engineer in Network Monitoring and Surveillance
- Assisting L2 Support Engineer in Fault Management
- Network Performance Management
- Routine & Preventive Maintenance of in-scope MPLS Network Elements
- On call support for Field operations to support other locations.
- Remotely Monitoring of Rack Health
- Prepare Monthly fault logs
- Assisting in raising AR
- Any other duty assigned by NOC In-charge/RailTel.

(c) General Terms and Conditions Applicable for L1 NOC Support

- ix) The selection of the Engineer will be done by Contractor jointly with

RailTel. RailTel will nominate their officer/s for interviewing the candidates.

- x) The above support offerings will be 6 days a week from Monday to Saturday in shift working.
- xi) Normally the services of the engineers will be available during the above mentioned office hours, however in case of emergency the engineer will be available any time either on telephone or in NOC on call basis. Subsequent compensatory offs will be given to the engineer to avoid overloading of engineer.
- xii) The Engineer will not leave HQ without the permission of RailTel.
- xiii) The Engineer must be equipped with all necessary facilities/equipment such as Laptop, mobile telephone, data card, Internet connection; conveyance accommodation etc.
- xiv) The prices quoted in SOR do not include any travel/boarding & lodging expenses outside of the working headquarter (decided by RailTel).
- xv) In case of unsatisfactory service, the Engineer will be withdrawn and replaced by a suitable one with a clear notice of 15 days.

4.A.9 Manpower Support

For MPLS work at RailTel locations, bidder shall keep one OEM Certified L-2 Support Engineer i.e. for Hardware and Software for 5 Days (General Office Timing) in RailTel NOC after Supply, design, Installation, Commissioning & Testing of Equipment, during Maintenance Supervision, Warranty and Long term Maintenance (AMC) period. The OEM Certified L-2 Support Engineer will generate monthly/quarterly reports of the failures and health of the equipment is generated from the NMS and submitted to the Purchaser. Additional manpower, if considered necessary shall be provided by contractor to stabilize the network. The bidder shall arrange the suitable replacement in case the assigned OEM Certified L-2 Support Engineer goes on leave or is unavailable due to any other reason to ensure uninterrupted support services.

4.A.10 Insurance

4.A.10.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or around the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser.

4.A.10.1.1 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 Engineer In-charge/RailTel through its concerned ED/GGM/GM. Insurance policy has to be kept valid by the contractor till issue of PAC by Engineer In-charge/RailTel through its concerned ED/GGM/GM

4.A.10.2 The Contractor should also insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

4.A.10.3 It may be noted that the beneficiary of the insurance policy should be RailTel(RCIL) or the policies should be pledged in favor of RailTel(RCIL). The contractor shall keep the policy/policies current till the equipment are installed and commissioned on the site. 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.

4.A.11 Liquidated Damages

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

4.A.12 Transportation

4.A.12.1 The rates quoted should be CIP destination. The destination shall be defined Station/POP/designated place of RailTel in the proposed sections which shall be indicated by RailTel's representative.

4.A.12.2 It shall be the responsibility of Bidder to transport the equipment to site for the Installation & Commissioning. Materials not installed / not to be installed at one location need to be shipped from that location to another location by the bidder as may be decided by RGM/Executive Director of the Region. All transportation cost to be borne by the bidder.

4.A.13 Statutory Deduction

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

4.A.14 Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria may liable to be **REJECTED**. Bids from the consortia of tenderers and Joint Ventures meeting the below defined Qualification criteria would also be considered for award of work.

In case a bidder has submitted the CA certificate or statutory auditor certificate against eligibility clause, contact details of CA or statutory auditor along with

UDIN No. shall be mandatorily mentioned.**4.A.14.1 Eligibility Criteria Requirements for Bidders:**

S N	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	EMD	The responding bidder should have deposited EMD on enivida Portal account (as mentioned in BDS, Chapter-5).	Scanned copy of EMD submitted on enivida portal to be submitted along with the bid.
2.	Legal Entity	The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years Note: (i) In case of Consortium, requirement shall be met by the lead bidder. (ii) In case of JV, requirement shall be met as per Clause 4.A.15.14.14.	Bidder (Lead member in case of Consortium) – (i) Certificate of Incorporation / Registration (ii) Memorandum of Association (MoA) Bidder as JV – as defined in Clause 4.A.15.14.14 of Tender document.
3.	Financial Capability	The bidder should have received a minimum cumulative turnover as mentioned in BDS (Chapter-5, Section-I) from the operations in the last three financial years plus current year upto the date of opening of tender. Note:	Bidder should provide (i) Audited Balance Sheets / annual reports as documentary evidence. In case of photocopy of Audited Balance Sheet/P&L, the same should be certified by Chartered Accountant as true copy.

S N	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p>(i) In case of Consortium, Lead bidder should meet the eligibility criteria as defined in Clause 4.A.15.</p> <p>(ii) In case of JV, requirement to be met as per Clause no. 4.A.15.14.16 of Tender document.</p> <p>For Start-ups (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) minimum cumulative turnover as mentioned in BDS (Chapter-5, Section-I) is required.</p>	<p>(ii) For current year, the Statutory Auditor's certificate for turnover of current year up to the date of bid opening for which Balance Sheet/P&L may not be available.</p> <p>Contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance sheet/ Certificate.</p>
4.	Technical Capability-1	<p>The Bidder must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works# each costing not less than the amount equal as mentioned in BDS (Chapter-5, Section-I),</p> <p>or</p> <p>Two similar works# each costing not less than the amount as mentioned in BDS (Chapter-5, Section-I),</p> <p>or</p> <p>One similar work# each costing not less than the amount as mentioned in BDS (Chapter-5, Section-I).</p> <p>For Start-ups (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry),the bidder should have completed in last three financial years plus current year upto the date of opening of tender :</p> <p>Single order of similar work# for an amount as mentioned in BDS (Chapter-5, Section-I)</p> <p>OR</p>	<p>(i) Completion certificates from the User Organizations along with PO Copies are required to be submitted</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>(ii) Past Experience Form as per Form No.13 of Chapter-6 (Section-I).</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer).</p>

S N	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p>Two orders of similar work# for an amount as mentioned in BDS (Chapter-5, Section-I)</p> <p>OR</p> <p>Three orders of similar work# for an amount as mentioned in BDS (Chapter-5, Section-I)</p> <p>Note:</p> <p>(i) In case of Consortium, Lead bidder should meet the eligibility criteria as defined in Clause 4.A.15.</p> <p>(ii) In case of JV, requirement to be met as per Clause no. 4.A.15.14.15 of Tender document.</p> <p>Completed work means, work should be physically completed or substantially completed.</p> <p>In addition to project value for single work order, Annual Maintenance Contract (AMC) amount for the completed period as on date of opening will also be counted in the value of completed work.</p> <p>Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement.</p> <p>For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.</p>	

S N	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p># Similar Work: Works entailing completion of Supply, Installation, Testing and Commissioning of a project in the field of IT/ICT/Telecom for any Government department or Public Sector Units or public listed companies or Telecom Service Providers (as per note below).</p> <p>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.</p> <p>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.</p> <p>In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly</p>	

		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).	
5.	Undertaking to be Submitted by the Bidder	The bidder (in case of consortium/JV, all members) should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons.	Point-A of Form no. 8 (Chapter-6) - To be signed by the Bidder (in case of consortium/JV, all members on their respective letter heads).
6.	Bidder Type	<p>A. The bidder should be OEM or a System Integrator authorized by OEMs for supply of licenses/commercial support, solution implementation and maintenance support under warranty/AMC/commercial support. Point-A of form no. 8 and Form No. 3 (to be signed by Bidder as well as OEM).</p> <p>B. Hardware and Software supplied by OEM should not have any malicious code (Point-D of form no. 7).</p>	<p>A. Point-A of Form no. 7 and Form no. 3 of Chapter-6 –</p> <p>(i) OEM undertaking for MAF/Authorization Letter (Point-A of form no. 7, Chapter-6).</p> <p>(ii) Form no. 3 (Chapter-6) – Bidder as well as OEM undertaking for Long Term Maintenance Support.</p> <p>B. Point-D of Form no. 7 (Chapter-6) – Bidder undertaking for no Malicious Code.</p>
7.	Financial Capability	As per clause no. 3 (b) of the PPP-MII Order dated 16.09.2020, only bidders offering minimum 20% of local	Form no. 9 (Chapter-6) - Certificate by statutory auditor or cost auditor of the company.

S N	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p>content of supply portion of their offered bid (Class-I Local suppliers/bidders-minimum 50% LC and Class-II Local Suppliers/bidders-minimum 20% LC as per PPP-MII Order) are eligible to participate in this tender.</p> <p><u>Bid of bidders offering less than 20% local content of supply portion of their offered bid will be SUMMARILY REJECTED.</u></p>	<p>Contact details of Statutory auditor or cost auditor along with UDIN No. shall be mandatorily mentioned.</p>
8.	Technical Capability-2	<p>Bidder has successfully commissioned and working satisfactorily minimum number of IP/MPLS nodes (as mentioned in BDS Chapter- 5) as on date of opening of tender during last 07 (seven) years in Government/PSUs /Telecom Service Providers/Public Listed Company (END USER).</p> <p>Note: Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	<p>End user successfully commissioned and working satisfactorily certificate along with the PO copies clearly mentioning the number of IP/MPLS 10/40/100 Gbps (Full Duplex) nodes (As mentioned in BDS, Chapter-5) for at least 12 months (during last 07 (seven) years) to be submitted.</p>

Note:

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date
[Explanation for clause - Eligibility Criteria]:

1. 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.
2. If a contract is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such contract shall be considered for fulfillment of credentials.
3. If a part or a component of contract is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
4. In case a contract is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including Price Variation Clause (PVC) amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of contract.
6. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times$ value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
12. In a partnership firm "AB" of A & B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.

4.A.14.2 Eligibility Criteria Requirements for OEM's:

OEMs of **ROUTER and OPTICS SOLUTION** whose products are proposed to be used in this Tender should meet the following criteria–

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	<p>The Equipment offered by the OEM or equipment/software of the same series/family from the same OEM should have:</p> <p>A. Satisfactorily working for at least 12 months (during last 3 FY and current FY) as on date of opening of tender, in India or Abroad in Government /PSUs/Telecom Service Providers/Public Listed Company (END USER)</p> <p>B. Successfully commissioned and working satisfactorily minimum number of IP/MPLS of 10/40/100 Gbps (Full Duplex) nodes (as mentioned in BDS Chapter-5) for at least 12 months (during last 3 FY and current FY) as on date of opening of tender, in India or Abroad in Government/PSUs/Telecom Service Providers/Public Listed Company (END USER).</p>	<p>A. End User (Government /PSUs/Telecom Service Providers/Public Listed Company in India or Abroad) Satisfactory Working certificate for at least 12 months (during last 3 FY and current FY) as on date of opening of tender clearly mentioning the make & model number of the offered Hardware/Software.</p> <p>Undertaking by the OEM has to be submitted in support, in case issued satisfactory working certificate is the immediate predecessor of same series/family of the offered Hardware/Software.</p> <p>B. End User (Government /PSUs/Telecom Service Providers/Public Listed Company in India or Abroad) successfully commissioned and working satisfactorily certificate along with the POs clearly mentioning the number of IP/MPLS 10/40/100 Gbps (Full Duplex) nodes (As mentioned in BDS, Chapter-5) for at least 12 months to be submitted.</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	
2.	<p>OEM should have supplied the hardware/software offered or hardware/software of the same series/family of minimum value {as mentioned in BDS (Chapter-5, Section-I)} during last preceding 3 financial years (i.e., current year and three previous financial years) as on opening date of bid to Government/PSUs/Telecom Service Providers/Public Listed Company in India or Abroad.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience</p>	<p>OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of purchaser Organization - Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.) of offered Hardware & Software in the Tender in current year and three previous financial years.</p> <p>OEM self-certificate is required in case the supplied equipment's Hardware & Software are of same series/family or its immediate predecessor.</p> <p>RailTel reserves the right to verify PO reference and amount supplied from Purchaser Organization. POs issued in the name of System Integrator are also acceptable.</p> <p>For required amount {as mentioned in BDS (Chapter-5, Section-I)}, single or multiple POs in favour of OEM's System Integrators are also acceptable.</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>Note:</p> <p>(a) For Start-ups (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.</p> <p>(b) OEM is allowed to submit multiple PO reference and amount supplied certificate of cumulative amount (as mentioned in BDS, Chapter-5, Section-I) for meeting the above mentioned criteria.</p>	
3.	<p>Undertaking by OEM on their respective letter Heads -</p> <p>1. OEM should have proven facilities 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, it should have training, repair and service centre facilities in India also (Point-B of form no. 7).</p> <p>2. OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-C of form no. 7).</p> <p>3. Hardware and Software supplied by OEM should not have any</p>	<p>Point- B, C, D & E of Form no. 7 (Chapter-6).</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>malicious code (Point-D of form no. 7).</p> <p>4. Offered Hardware and Software are having End of Life (EOL) in line to the compliance as per clause 4.A.3 of chapter-4 (Section-I) and should not be declare End of Sale (EOS) at the time of last supply of material to RailTel (Point-F of form no. 7).</p>	

4.A.14.3 **Eligibility Credentials and Verification**

4.A.14.3.1 The bidder is required to submit purchase order 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.

4.A.14.3.2 For client credentials where NDA has been signed, the bidder may submit the corresponding NDA document along with a self-declaration confirming the requirements of the eligibility criteria for which the NDA is being submitted.

4.A.14.3.3 The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along-with bid (including documents submitted by OEMs) are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form no. 4 (Chapter-6, Section-I). **NON-SUBMISSION OF AN AFFIDAVIT BY THE BIDDER SHALL RESULT IN SUMMARY REJECTION OF HIS/THEIR BID.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

4.A.14.3.4 For International project if the original client certificate and other documents are in

language other than English than a translated copy duly confirmed by Indian embassy/
One of the board of directors of the lead bidder/ consortium member shall be submitted
along with bid document.

4.A.14.3.5 In the event of Foreign Original Equipment Manufacturer (OEM), it's Indian
Subsidiary fully authorized for bidding on behalf of OEM is allowed to participate
with the experience and financial credential of parent company with specific
authorization for doing so from the OEM. The specific authorization addressed to
RailTel should be submitted by the bidder.

4.A.14.4 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.
- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) 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. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.15 Consortium Bids

4.A.15.1 In view of nature of work, it is anticipated that some of the intending tenderers will pool their resources and experience to form consortia. Consortium bids are permitted with each consortium of tenderers allowed to have at maximum three members, the consortia of tenderers must clearly define the lead bidder of the consortia along with its roles and responsibilities.

4.A.15.2 The Lead bidder should meet the eligibility criteria. In their own interest the tenderers, who form such consortia, are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of Constituting partners.

4.A.15.3 Consortia of tenderers, if any, must clearly define role/scope of store/work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the contractor and will be responsible for timely completion of work as also during execution of work, if awarded, coordinate with Purchaser on behalf of the consortium, receive payments for the works executed and be liable for due performance of the contract in all respect.

4.A.15.4 Qualification documents, details etc. must however, be provided by Lead member firm complete in all respects strictly in requisite proforma.

4.A.15.5 A consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by

consortium to take advantage of certain developments during evaluation stage will render the bid liable to be **REJECTED**. As all details are required to be furnished along with the bids and will be critically examined during evaluation of bids, it is imperative that such details should have been thoroughly examined as a safeguard against a possible disqualification of bids on these grounds.

- 4.A.15.6 All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
- 4.A.15.7 Deleted.
- 4.A.15.8 For evaluation purposes, Exchange rate applicable on the date of technical bid opening (T.T. selling Exchange rate of State Bank of India applicable on the date technical bid opening) will be considered.
- 4.A.15.9 Release of payments in foreign exchange for imported items to foreign companies as A consortium partner, shall be on request of lead bidder along with bill.
- 4.A.15.10 Consortium shall not have more than three members and each consortium member shall have minimum 20% contribution in the work. A Consortium must submit a Power of Attorney by the other member of the Consortium in favor of the Lead Member. This is also to be enshrined in Memorandum of Agreement signed by the Consortium Members and submitted along with the bid. Members of consortium should sign every sheet of price bid as a token of acceptance of all quoted prices by members, failing which the offer will liable to be **REJECTED**.
- 4.A.15.11 An individual bidder or a member of Consortium cannot be a member of another Consortium or a JV partner and participate in this tender.
- 4.A.15.12 Firms should submit the affidavit (as per Form no. 10 of Chapter-6, Section-I) & Consortium Agreement (As per Form no. 12 of Chapter-6, Section-I) along with the bid/offer.
- 4.A.15.13 Each consortium member shall make equal contribution towards the total PBG amount to be submitted along with acceptance of LOA.
- 4.A.15.14 Conditions for Participation of Joint Venture (JV) Firms**
- 4.A.15.14.1 Separate identity/name shall be given to the Joint Venture.
- 4.A.15.14.2 Number of members in a JV shall not be more than five. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 4.A.15.14.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 4.A.15.14.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by

JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

- 4.A.15.14.5 Earnest Money Deposit (EMD) shall be submitted by JV or authorized person of JV as mentioned in tender document
- 4.A.15.14.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU (Form No. 11 of Chapter-6).
- 4.A.15.14.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 4.A.15.14.8 Approval for change of constitution of JV shall be at the sole discretion of the RailTel. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 4.A.15.14.8 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 4.A.15.14.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 4.A.15.14.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the RailTel before signing the contract agreement for the contract. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated, RailTel shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

- a) Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the RailTel for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.
- b) Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- c) Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 4.A.15.14.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 4.A.15.14.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the RailTel in respect of the said tender/contract.
- 4.A.15.14.14 Documents to be enclosed by the JV along with the tender:
- a) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- i) A notarized copy of the Partnership Deed,
- ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- b) In case one or more members is/are HUF, the following documents shall be enclosed:
- i) A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of “Karta” of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- c) In case one or more members of the JV is/are companies, the following documents shall be submitted:
- i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,

- ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- iii) A copy of Certificate of Incorporation
- iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company
- d) All the Members of JV shall certify that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- e) All other documents in terms of explanatory notes in clause 4.A.15.14 above.
- f) Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:

4.A.15.14.15 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

- (a) Deleted
- (b) For Contracts with composite components
 - (i) The technical eligibility for major component of contract as per para 4.A.14.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of contract as per para 5.4.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of contract. i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of contract.

(Note for Clause 4.A.15.14.15:

- (a) The Major component of the contract for this purpose shall be the component of contract having highest value. In cases where value of two or more component of contract is same, any one work can be classified as Major component of contract.
- (b) Value of a completed contract done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration).

4.A.15.14.16 Financial Eligibility Criteria

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 4.A.14.1 above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 4.A.15.14.2 above.

The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

(Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration).

4.A.15.14.17 Participation of Partnership Firms in contracts:

- i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- i) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- ii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- iii) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from RailTel and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the RailTel and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be **REJECTED** and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform RailTel beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions

liable for determination of the contract under Clause 62 of General Conditions of Contract of Indian Railways.

- iv) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- v) The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
- vi) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.
- vii) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- viii) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- ix) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the RailTel for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.

Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of RailTel, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the RailTel.

- x) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

A notarized copy of partnership deed: A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

- (i) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

- (ii) All other documents in terms of explanatory notes in clause 4.A.14.1 above.

- xi) Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 4.A.14.1 above.

4.A.15.15 Foreign Exchange & Custom Clearance

Deleted

4.A.16 System Performance Guarantee

- 4.A.16.1. The Bidder 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 further strengthen the system to realize the end objectives with full compliance of the specifications contained in these documents and inform RailTel. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

- 4.A.16.2. This certificate in the Performa given in Chapter-6(Section-I) Form No. 2, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall **DISQUALIFY** the bidder automatically.

- 4.A.16.3 The OEM has also to give unqualified and unconditional guarantee that when the Hardware/Software supplied by him is installed and commissioned at site, it shall achieve the desired objective mentioned in the Tender document. The certificate in the Performa given in Chapter-6(Section-I) Form No. 2.
- 4.A.17 Evaluation of Offer**
- 4.A.17.1 During evaluation of offer, if required RailTel may ask clarification from the bidder.
- 4.A.17.2 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.
- 4.A.17.3 The bidder 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.
- 4.A.17.4 The bidders should quote for all items & the offer will be evaluated in totality (read with clause 4.A.3.2). The bidders should indicate brand name, type/model number of the products offered. Optional items (if any) will not be considered for evaluation of offers. The equipment and software should be supplied as per Technical Specifications given in Chapter-8.
- 4.A.17.5 Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable, on reverse charge by RailTel.
- 4.A.17.6 POC will be conducted for all the eligible bidders as mentioned in Annexure-II of Chapter-7.
- 4.A.17.6 After opening of Price Bid, Reverse Auction (RA) will be applicable as per clause 4.B.9.1.1 of tender document.
- 4.A.17.7 Eligible Bidders who have fulfilled the eligibility criteria as detailed in Clause 4.A.45 and are within 20% of L1 price, will be added to the list of bidders eligible for eRA.
- 4.A.17.8 Further after eRA, if reduced price of PMA bidder(s) is within 20% of revised L1 price received after eRA, PMA bidder(s) will be considered for award of work under PMA in terms of Clause 4.A.45 of tender document.
- 4.A.17.9 Purchase order will be issued RailTel/NR. Bidder has to submit the single PBG to Engineer In Charge/RailTel.
- 4.A.17.10 All Contract management including payment will be done by the by Engineer In-charge/RailTel through its concerned ED/GGM/GM.

4.A.18 Security Considerations & Security Agreement

4.A.18.1 Deleted

4.A.18.2 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.

4.A.18.3 Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer (OEM) shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website), covering all relevant clauses. The tenderer must submit a declaration along with their bid in this regard.

4.A.18.4 In case any security breach is found in the system at any stage, the contract shall be terminated and PBG shall be forfeited and the banning/blacklisting of the bidder and the concerned OEM will be initiated.

4.A.18.5 Deleted.

4.A.18.6 Additional guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020.

4.A.18.6.1 Relevant guidelines have been given below and in case of contradiction with any condition of this tender document, guidelines issued by Ministry of Finance vide above mentioned OM (including any addendum/corrigendum issued by MoF and any other relevant guidelines pertaining to the subject issued by GoI) shall prevail:

1. 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.
2. "Bidder" (including the term 'tendered', 'consultant', 'service provider' or 'OEM' in certain contexts) means any person or firm or company, including any member of a consortium, 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.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or

- vi) A natural person who is a citizen of such a country; or
- vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
4. Subcontractor for the purpose of this order means:
- i) An entity engaged by the bidder for execution of work or part of work; or
- ii) An entity engaged by any Subcontractor for execution of work or part of work; or
- iii) An entity engaged by OEM for supply of part of material used in manufacturing of supplied item under this Project.
5. The beneficial owner for the purpose of (iii) above will be as under:
- I. 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-**
- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- “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;
- II. In case of a partnership firm, the beneficial owner is the natural persons(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:
- III. 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;
- IV. 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;
- V. 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.
6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. 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 Competent Authority i.e., DPIIT.

- 4.A.18.6.2 Undertaking regarding such clause need to submit in the format given below:
- i) Certificate to be provided by the bidder as mentioned in Form no. 8 of Chapter-6 on their letter heads.
 - ii) Certificate to be provided by the OEMs as mentioned in Form no. 7 of Chapter-6 on their letter heads.
- 4.A.18.6.3 The said instructions will not apply to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs.
- 4.A.18.6.4 Any discrepancy between above mentioned clauses and guidelines issued from Public Procurement Division of Department of Expenditure under Ministry of Finance vide letter no. F. No. 6/18/2019-PPD dt. 23.07.2020, later will be applicable.

4.A.19 Purchaser's Right to Vary Quantities

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in Bid Data Sheet (BDS) Chapter-5(Section-I) 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/LOA.

4.A.20 Purchaser's Right to accept any offer / Bid and to REJECT any or all offer/ Bid

- 4.A.20.1 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.

4.A.21 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.

4.A.22 Earnest Money Deposit (EMD)/Bid Security

- 4.A.22.1 The tenderer (or lead bidder in case of Consortium/JV) shall furnish amount mentioned in Bid Data Sheet (BDS) Chapter 5 as Earnest Money Deposit (EMD)/Bid Security online through enivida tendering Portal only.

In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (E-Nivida) while applying to the tender.

- ii. The original Bank Guarantee should be delivered in person to the RailTel office as indicated in the tender document on or before the deadline of submission of bids.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (E-Nivida) and/or no submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the ***** *tender name******” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the RailTel assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

4.A.22.2 The EMD may be forfeited if a bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.6.

4.A.22.3 Offers not accompanied with EMD shall be summarily rejected.

4.A.22.4 EMD of the unsuccessful bidder will be 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.

4.A.22.5 The successful bidder’s EMD will be refunded upon the bidder’s acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with clause 4.A.6.

4.A.22.6 Earnest Money will bear no interest.

4.A.23 For Micro and Small Enterprises (MSEs)

Being a works Tender, no exemption (for Tender fee and submission of EMD) is available for MSEs in this Tender.

4.A.24 Rate Contract

4.A.24.1 RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement as per items covered in Schedule of requirements (SOR) as and when arise in future. Rate Contract on the successful

tenderer would be placed separately and would be operative from the date of PAC of the first Section and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for items detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the value of the Tender, however, there is no guaranteed offtake against this Rate Contract.

- 4.A.24.2 The supplier shall have to implement the items against these Sub Purchase Orders within 90 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 10% of the value (rounded off to nearest Ten of rupees) of the Sub PO as per performa given in Chapter-6(Section-I), Form No.1. The PBG submitted against Sub PO is for the satisfactory performance of materials/software and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document (including AMC period) will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately. Terms and condition for submission of PBG shall be as per clause 4.A.6. The PBG submitted against SPO's issued under Rate Contract will be released after successful completion of warranty obligations. AMC for items under Rate Contract will be as per same Terms and Conditions as mentioned in the clause 4.A.3. AMC rates for items under Rate Contract will be at same percentage as finalized in the main contract/variation.

4.A.24.3 Payment Conditions against Rate Contract

The payment conditions against Rate Contract will be as under:

- 4.A.24.3.1 100% of the payment will be released at the time of complete supply against the issued Rate contract SPOs and only after submission of 10% PBG as mentioned above at Clause 4.A.24.2.
- 4.A.24.3.2 In case of Part Delivery against the issued Rate contract SPO:
- (a) 80% payment will be released for part delivery & only after submission of 10% PBG as mentioned above at Clause 4.A.24.2 and
 - (b) Balance 20% payment will be released after complete supply of Rate contract SPO.
- 4.A.24.3.3 Warranty of the supplied material against the issued Rate contract SPOs will be 3 years from the date of delivery of complete material.

4.A.25 Offer/ Bid Prices

- 4.A.25.1 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 (Section-I). The price shall be quoted in Indian Rupees only.

- 4.A.25.2 The break-up of price of each item of SOR in terms of basic Unit price, GST/CGST/IGST, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder shall be quoted in the SOR Chapter-2(Section-I). Bidder has to quote all-inclusive rates (with tax break-up).
- 4.A.26 NIL Deviation Compliance**
- 4.A.26.1 Bidder is required to submit the “**NIL Deviation compliance undertaking**” for all the terms and conditions of tender including all corrigenda shall be enclosed with the offer as per proforma given in Form no. 6 (Chapter-6, Section-I).
- 4.A.27 Inspection**
- 4.A.27.1 Inspection of all the items have to be done by RailTel as under:
- 4.A.27.2 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer’s / bidder’s works by RailTel’s authorized representative. At least part of the material should be offered for inspection within 30 days of issue of confirmed LOA. Traveling, lodging & boarding expenses of RailTel’s representative shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ bidder, free of cost.
- 4.A.27.3 Along with inspection call, the Bidder/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 4.A.27.4 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/bidder. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer’s/ bidder’s account.
- 4.A.28 Force Majeure**
- 4.A.28.1 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.
- 4.A.28.2 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 thirty (30) 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.

4.A.29 Settlement of Disputes/Arbitration

- 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.
- 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.
- 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. 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 fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.30 Governing Laws

The LOA 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.

4.A.30.1 Indemnity by Contractors

The Contract shall indemnify and save harmless the RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.A.31 Termination for Default

- 4.A.31.1 The purchaser may, without prejudice to any other remedy for breach of contract, by

written notice of default, sent to the bidder, terminate this contract in whole or in part.

- a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract; and
- c) If the bidder, 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.

4.A.32 Risk & Cost

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the LOA/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, Performance Bank Guarantee shall be encashed. The failed bidder shall not be permitted to take part in the tender for balance work.

The Maximum Liability of bidder to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

4.A.33 Termination for Insolvency

The purchaser may at any time terminate the LOA by giving written notice to the bidder, without compensation to the bidder, if the bidder 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.

4.A.34 Rates During Negotiation

The purchaser may call the successful bidder for the negotiation for reducing the rates. During negotiation the bidder/s shall not increase his/their quoted rates including payment terms in case the RailTel 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 bidder/s.

4.A.35 Deleted.

4.A.36 Submission of Offer (Online Tendering)

4.A.36.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

4.A.36.2 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be **REJECTED**.

4.A.36.3 **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 initialized) by him/them.

4.A.36.4 The tenderer shall submit his bid online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to enivida Portal.

4.A.36.5 The offer shall be submitted in two packet. Both Bids, Credential Bid (Techno-Commercial Bid) & Price Bid shall be submitted online using the e-Procurement Portal <https://railtel.enivida.com>. The bid shall consist of following documents as mentioned in Checklist of **Chapter-9**.

4.A.37 Constitution of Firm and power of Attorney

4.A.37.1 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.

4.A.37.2 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.

4.A.37.3 The RailTel will not be bound by Power of Attorney granted by the bidder or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

4.A.37.4 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.

4.A.37.5 Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.

4.A.38 Opening of Tender

4.A.38.1 Bidder's Credential Bid (Part-I) will be opened on specified date & time as mentioned in BDS Chapter-5(Section-I) of the tender.

4.A.38.2 After scrutinizing Credential Bid, "Price Bid (Part- II)" will be opened on a time and date to be informed separately to those bidders who qualify in "Credential Bid (Part-I)" as per qualifying criteria laid down in Clause 4.A.14 of this Chapter-4 (Section-I).

4.A.38.3 Price Bid (part-II) envelopes of those bidders who are not found to meet tender

conditions will not be opened.

4.A.39 Non-Transferability & Non-Refundability

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

4.A.40 Errors, Omissions & Discrepancies

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

4.A.41 Wrong Information by bidder

If the Bidder/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender, the RailTel (RCIL) reserves the right to **REJECT** such bidder at any stage.

4.A.42 Limitation of Liability:

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

4.A.42.1 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

4.A.42.2 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.

4.A.43 Mandatory Updation of Labour Data on Railway's Shramikkalyan Portal

4.A.43.1 Contractor is to abide by the provisions of Payment of Wages Act & 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 shramikkalyan 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, 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.

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

4.A.44 Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, prefab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the Bidders are required to sign the IP document and submit the same to RailTel before or along with the bids.

- a) Only those Bidders who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. GM/NTP, RailTel.

Name of IEMs and contact details:

1. Shri. Vinit Kumar Jayaswal, E-Mail: gkvinit@gmail.com
2. Shri. Punati Sridhar, E-mail: poonatis@gmail.com

Name & contact details of Nodal Officer (IP) in RailTel:

GM/NTP

RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: pawaria@railtel.in

- b) If the order, with total value equal to or more than the threshold value, is split to more than one Bidder and even if the value of PO placed on any/each Bidder(s) is less than the threshold value, IP document having been signed by the Bidders at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. Tender received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Chapter-6 (Section-I) of this tender document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

4.A.45 Preference to Domestic Manufacturers

The provisions of the revised "Public Procurement (Preference to Make in India), Order 2017", dated 16.09.2020 (and subsequent amendments, if any, till opening of the tender) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. The criteria for Capability (verifiable evidence that they have manufacturing capability to manufacture the specified quantity and supply the same within stipulated time period), Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

Bidders seeking Purchase preference for this tender shall submit the documents/declarations etc. as per latest DIPP guidelines and the applicable/associated latest letters if any till date of opening of the bid.

The necessary documentation for items being declared to be Local shall be as per the stipulated guidelines as laid down in above mentioned policy letters and to be signed by the Bidder's Statutory Auditor/Cost Auditor as per **Form no. 9 (Chapter-6)**.

- 4.A.45.1** As per clause no. 3 (b) of the PPP-MII Order dated 16.09.2020, only bidders offering minimum 20% of local content of supply portion of their offered bid (Class-I Local suppliers/bidders - minimum 50% LC and Class-II Local Suppliers/bidders- minimum 20% LC as per PPP-MII Order) are eligible to participate in this tender. Bid of bidders offering less than 20% local content of supply portion of their offered bid will be **SUMMARILY REJECTED.**

As per DPIIT's OM dated 4th March 2021, services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. can't be claimed as local value addition.

Calculation of Offered Local Content of Supply Items

Local Content of offered bid for multiple supply items of Schedule-A (say "X1", "X2" and "X3") by a bidder shall be calculated as per the formulae given below –

Local content = {(Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")} * 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3").

- 4.A.45.2 The margin of purchase preference shall be 20% and shall be given to 'Class-I local suppliers/bidders'. 'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local suppliers/bidders may be above the L1 (Class-II local suppliers/bidders) for the purpose of purchase preference.
- 4.A.45.3 Since value of procurement under this tender is more than ₹ 10 Cr, Class-I & Class-II local suppliers/bidders are required to provide a certificate (with UDIN number) from the statutory auditor or cost auditor of the company giving percentage of local content of all scheduled supply items. In the certificate, Local content shall be calculated as per the formulae given in Clause 4.A.45.1 above. Certificate as per **Form no. - 9 (Chapter-6)** issued by statutory auditor or cost auditor of the company on their letter head to be submitted along with the technical bid.

These undertaking/certificate shall not mention any unit price or total amount quoted by the bidder. Any mention of price or quoted amount will lead to SUMMARILY REJECTION of the bid. In case of non-submission of above-mentioned undertaking/certificate with technical bid documents, RailTel reserves the right to reject the bid.

- 4.A.45.4 In price bid, the bidder shall submit price Break-up of "Local Content" and "Imported Content" for each SOR item issued by statutory auditor or cost auditor of the company on their letter head (with UDIN No.) as per DPIIT's PMI Policy and its clarifications and same shall be uploaded by the bidders along with their price bid in the e-procurement portal.
- 4.A.45.5 If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-commercially qualified) Class-I local supplier(s)/bidder(s) shall be granted a purchase preference of 20% i.e., where their evaluated price bid is within 20% of the evaluated lowest price bid of Class-II local supplier/bidder. Such eligible Class-I local

bidders, to whom purchase preference of 20% has been granted, will be allowed to participate in eRA irrespective of the selection criteria for eRA mentioned in Clause no. 4.B.9.1.6.

However, if after opening of price bid, lowest bid is of Class-I Bidder then bidders for eRA will be selected as selection criteria mentioned in Clause no. 4.B.9.1.6. After completion of eRA process, RailTel's reserve the right to negotiate price with the eligible lowest bidder.

- 4.A.45.6 After completion of e-RA process as detailed in Clause 4.B.9.1.12, if L1 is a Class-I bidder then the contract will be awarded to L1. If L1 is a Class-II bidder then only those Class-I bidders, whose bids after completion of e-RA are within 20% of the Class-II L1's bid, would be allowed an opportunity to match L1's bid as detailed in Para 3A(c) of DPIIT's PMI Policy dated 16-09-2021. All the such eligible Class-I bidders shall be asked to submit their confirmation to match their price in sealed envelopes as per PMI Policy. Envelopes of the bidders shall be opened and award for the complete tender shall be made to the lowest evaluated TA/CA (Techno-Commercial Acceptable) bidder among the eligible Class-I bidders. In case the lowest eligible Class-I bidder fails to match L1 price, the offer of next eligible Class-I bidder in sealed envelope will be checked and so on. In case none of the eligible Class-I bidders matches the Class-II bidder's L1 bid, complete contract will be awarded to the Class-II bidder holding L1 price.
- 4.A.45.7 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified in Para 2 of the policy document notified by DIPP vide letter No. P-45021/2/2017-B.E.-II dated 16.09.2020.
- 4.A.45.8 The successful bidder shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
- 4.A.45.9 Sanctions**
- 4.A.45.9.1 RailTel shall impose sanction of bidder/successful bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.
- 4.A.45.9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.
- 4.A.45.9.3 If the bidder does not fulfil the obligation after the expiration of the period specified in such warning, RailTel shall initiate action for blacklisting such bidder/successful bidder.
- 4.A.46 The Network for customers**
- The MPLS Network is being provided primarily to meet the requirements of RailTel, Government Customers, Ministry of Railways. Accordingly, the MPLS network shall take into consideration the National Security requirements and National Security aspects.

4.A.47 Proof of Concept (POC)

- 4.A.47.1 All Bidders offering Router and Optics are required to conduct POC immediately after bid opening time (as mentioned in BDS). Bidders must ensure that make and model of Hardware & Software used in POC should be same as offered in their submitted bids. Please note that no deviation in terms of Make & Model offered in Tender will be permitted. In case of any deviation found in make and model in Hardware and Software offered for POC, bidder's bid will be technically disqualified. Details of Functional requirement are mentioned in Annexure-II of Chapter-7 (Section-I).
- 4.A.47.2 Before start of functional verification by RailTel or its authorized representative, bidders will install their Router (as offered in their technical bid) at location specified by RailTel. Bidder will offer its installation for checking by RailTel or its authorized representative, after submission of details as per Table-1 of Annexure-II of Chapter-7. During POC stage, room where POC equipment's have been installed by Bidder will remain under the custody of RailTel or its authorized representative till completion of POC.
- 4.A.47.3 Bidder shall offer its complete Router as per list of Hardware/Software mentioned in Table-1 of Annexure-II of Chapter-7 for functional requirement by RailTel or its authorized representative at location specified by RailTel. **All expenses for the POC (including transportation and testing charges, if any) will be borne by the bidder.**
- 4.A.47.4 POC should be completed within 21 Days from the date of opening of bid. In case, bidder fails to demonstrate all the parameters of POC successfully in first attempt, bidder shall demonstrate remaining parameters of POC within 7 days of first attempt. Please note that maximum 2 attempts will be given to demonstrate all the functional parameters during POC stage as mentioned in Annexure-II of Chapter-7.
- In case bidder fails either to arrange POC or to meet any functional requirement given in Annexure-II of Chapter-7 within given timeline, **RailTel reserves the right to REJECT their bid.** Extension of POC time period will be given only in exceptional cases beyond the control of bidder.
- 4.A.47.5 RailTel or its authorized representative, OEM Professional Service Engineer and authorized representative of Bidder are required to jointly sign the Annexure-II of Chapter-7 for completion of POC. In case of refusal to sign the jointly report by bidder or OEM Professional Service Engineer, copy of report signed by RailTel or its authorized representative will be sent to the bidder for information only. Final POC report for each bidder will be submitted to RailTel for further evaluation of Tender bids.
- 4.A.47.6 In case, more than one bidder has offered same Make and Model of their Router based on Bidder's request, RailTel may conduct single POC for bidder's offered solution.
- 4.A.47.7 Any additional Hardware/Software required for conducting POC shall be arranged by the bidder without any cost to the RailTel. RailTel shall provide only rack space and power supply for POC.

4.A.47.8 Financial bids will be opened for those bidders who have successfully completed the POC and are also eligible as per tender eligibility criteria.

4.A.48 Make in India

The bidder may set up his manufacturing unit in India to the extent possible through a subsidiary or under license or through transfer of technology to any local manufacturer permitted by the purchaser. The bidder may indicate such tie ups for manufacturing in India if an arrangement is already in place.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of tender, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. The eligibility criteria as mentioned in clause 4.A.14.2 shall be applicable to local manufacturers/OEMs also.

4.A.49 Contract Agreement

On completion of the selection process, RailTel will enter into a contract agreement (**Form no. 14, Chapter-6**) 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 full amount of the Earnest Money Deposit and 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/RFP and all the issued addendum/ corrigendum.
- ii) The bidder's proposal in response to this tender/RFP and clarifications made in course of evaluation, including all Appendixes and supporting documents.
- iii) The implementation plan identifying the tasks to be completed, approved supply plan, the assigned responsibilities and the scheduled completion dates.
- iv) Copy of Signed LOA along with the copy of the PBG document.

4.A.50 Damage to Railway/RailTel Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any

other property of the Railway/RailTel or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/RailTel, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway/RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/RailTel may incur in reference thereto, shall be charged to the Contractor. The Railway/RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

**SECTION-I
CHAPTER-4**

B. E-TENDERING INSTRUCTIONS TO THE BIDDERS

4.B.0 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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>.

4.B.1 REGISTRATION:

4.B.1.1 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.

4.B.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

4.B.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.

4.B.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

4.B.1.5 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.

4.B.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

4.B.1.7 The scanned copies of all original documents should be uploaded in pdf format on portal <https://RailTel.enivida.com>.

4.B.1.8 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

4.B.2 SEARCHING FOR TENDER DOCUMENTS

4.B.2.1 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.

4.B.2.2 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.B.3 PREPARATION OF BIDS

4.B.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

4.B.3.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

4.B.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with coloured option which helps in reducing size of the scanned document.

4.B.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.

4.B.3.5 These documents may be directly submitted from the "My Documents" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4.B.4 SUBMISSION OF BIDS

4.B.4.1 Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.

4.B.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.

- 4.B.4.3 Bidder has to select the payment option as “Online Payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4.B.4.4 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.
- 4.B.4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4.B.4.6 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.B.4.7 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.
- 4.B.4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.B.4.9 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.
- 4.B.4.10 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.
- 4.B.5 ASSISTANCE TO BIDDERS:**
- 4.B.5.1 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.
- 4.B.5.2 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.

4.B.5.3 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)
Kumar Rahul Joshi: JGM/NTP
Telephone 9717644200
E-mail ID: rahul@railtelindia.com

RailTel Contact-II (for general Information)
Sudhanshu Kumar: Sr. Mgr/ITERP
Telephone 9717644016
E-mail sudhanshu.kumar@railtelindia.com

4.B.6 **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. Two 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 asper instructions of RailTel E-Nivida Portal.

4.B.7 **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 on line.

4.B.8 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).

4.B.9 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.

4.B.10 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.

4.B.11 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.

4.B.12 E- REVERSE AUCTION:

The procurement in this tender will be done on reverse auction. The procedure for the reverse auction will be as per e-Portal which is briefly summarized as under:

4.B.12.1 Bids are required to be submitted through e-portal only.

4.B.12.2 In addition to the instructions given above, the bids shall be processed through One/Two Stage Reverse Auction method, to be implemented through E-NIVIDA portal. Two

packets system shall be followed for the 1st stage of reverse auction, which means that Techno-commercial bid will be opened first; and after deciding the suitability or otherwise of the technical bids, the financial bids of only those firms which are found to be suitable shall be opened. In the beginning of the subsequent years, only financial offers followed by reverse auction through e-portal shall be applied.

- 4.B.12.3 The financial bid of those firms whose technical bids have been found to be suitable shall be opened on or after scheduled date and time. The financial tabulation statement shall be generated immediately thereafter and can be viewed by the participating bidders by logging into e-portal account.
- 4.B.12.4 After opening the financial bids, the tendering department shall schedule the start of reverse auction. The tenderers who are eligible for the participation in the reverse auction process can view by logging into their e-portal account.
- 4.B.12.5 The lowest Initial Price Offer (L1 offer price) as submitted by the technically qualified bidders during the financial evaluation stage shall constitute the base price for starting the reverse auction. The base price shall be notified to the bidder.
- 4.B.12.6 Date and time of start of RA will be informed by e-portal website/RailTel Website.
- 4.B.12.7 Selection of vendors for RA shall be as under:
- 4.B.12.7.1 If the number of tenderers qualified for award of contract is less than 3, No RA shall be conducted and the tender shall be decided on the basis of initial price offer.
- 4.B.12.7.2 If the number of tenderers qualified are 3 to 6, only 3 tenderers shall be eligible for participating in RA.
- 4.B.12.7.3 If the number of tenderers qualified are more than 6, only 50% of tenderers shall be eligible for RA (rounded off to next higher integer).
- 4.B.12.7.4 The bids disallowed from participating in the RA shall be the highest bidder(s). In case the highest bidders quote the same rate, the initial price offer received last as per time log of e-portal, shall be removed first, on the principle of last in first out, by e-portal system itself.
- Initial Cooling Off period** shall be 2 hours.
Auto Extension Period shall be 20 minutes.
Minimum Decrement in percentage shall be 0.1% of Lowest Bid (in figures, rounded off to nearest 1000).
- 4.B.12.8 Once the reverse auction process is closed the lowest rate received in the reverse auction/financial offer will be evaluated. RailTel reserves the right to hold negotiation with the bidder who becomes L1 after the completion of Reverse Auction process. RailTel also reserves the right not to consider the lowest bid received in the reverse auction/financial bid process.
- 4.B.12.9 In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.

- 4.B.12.10 Bidders shall not be allowed to withdraw their last offer.
- 4.B.12.11 RailTel may discharge the tender at any stage without assigning any reason.
- 4.B.12.12 Bidders may please note that Bidding close Date/Time gets extended automatically every time an offer is received against the tender during a time interval equivalent to Cooling Off prior to the closing date and time. For example: If the Closing Time of RA is 13:00 Hrs and the Cooling Off period is 30 Minutes, if two offers are received between 12:30 Hrs and 13:00 Hrs, let's say at 12:40 Hrs and 12:55 Hrs, the Closing Time shall be extended by 30 Minutes from the time of submission of the last bid i.e. up to 13:25 Hrs.
- Note:** In case, If the number of tenderers qualified for award of contract is less than 3, No RA shall be conducted between technically eligible bidders.
- 4.B.12.13 Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be lowest Initial Price Bid of the tenderer eligible for award of contract.
- 4.B.12.14 RA will start minimum 72 Hours after intimation by RailTel/ENIVIDA online. All the selected bidders will be receive email from RailTel/ENIVIDA. RA will start at 10 Hrs (only) (excluding Gazetted Holidays).**

4.B.13 Award of Contracts

Financial Evaluation Reverse Auction (e-RA):

After the evaluation of technical proposals, the financial bids (initial price offer) of those firms whose technical bids meet eligibility criteria shall be categorized as qualified for the purpose of Reverse Auction (e-RA). These financial bids shall be opened on the scheduled date and time (as per procedure explained in the e-portal User Manual for vendors – Two Stage Reverse Auction Goods & Services Module). The e-RA procedure has been implemented through e-Portal and as per guidelines issued by Ministry of Railways Letter No. 2017/Trans/01/Policy/Pt-S Dated 28.03.2018. As per the procedure a minimum of three bids are mandatory for conduct of e-RA. In case the numbers of qualified bids are less than three, the L-1 would be decided on the initial price offer quoted by the bidder by e-portal. In case of more than three qualified bidders, the e-RA as explained in the manual mentioned above will be implemented. After the end of e-RA, L-1, L-2 and so on stand identified.

Note:

After completion of eRA, rates of L-1 bidder shall be reduced proportionately among all SOR items based on reduction achieved during eRA.

4.B.14 Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and

conditions or in the design. Such addendum/corrigendum shall be available on E-NIVIDA e-Procurement Portal, RailTel website and CPP portal. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be **REJECTED**.

4.B.15 Deleted.

4.B.16 Compulsory Compliance Conformations by all Participating Bidders

4.B.16.1 The instructions given in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the Terms & conditions by the bidder.

4.B.16.2 Each and every page of submitted tender document including documentation shall be serially numbered & indexed. Bidders shall enclose relevant documents in their bid document to support their claims of experience/ eligibility/compliance meeting criteria mentioned under different clauses of the tender.

4.B.16.3 In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., then the bidder tender shall be REJECTED and EMD will be forfeited.

4.B.16.4 RailTel shall be sole judge in the matter of short listing bidders at all stages of the tender and the decision of RailTel shall be final and binding on the bidders.

SECTION-I
CHAPTER- 5
BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document {Chapter-1, Chapter 3, Chapter 4(A) & Chapter-4(B), Chapter-6 of Section-I}.

Clause	Description
	<u>Scope of Work</u>
Clause 3.A.1.4, Chapter-3-A, (Section-I)	Type of Routers covered under the scope of present tender are mentioned in Annexure-I (Chapter-7). Type-I - 9 Type-II - 104 Type-III - 144
Clause 4.A.1, Chapter-4-A, (Section-I)	Validity of offer 180 Days
Clause 4.A.2, Chapter-4-A, (Section-I)	Warranty <ol style="list-style-type: none"> a. Warranty of material from date of complete supply of material as per LOA upto issuance of Phase-I and Phase-II PAC, whichever is later {Clause 3.D.8}, is the responsibility of the Bidder backed up by OEM. b. 12 months (as mentioned in Clause 4.A.2.5 of Tender) c. 24 months after issuance of FAC as mentioned under clause 4.A.2 & 4.A.2.4.
Clause 4.A.4, Chapter-4-A, (Section-I)	Delivery/Implementation Timelines Refer Clause 4.A.4 of Chapter-4
Clause 4.A.5.7, Chapter-4-A, (Section-I)	Billing Address: RailTel Regional Address Shastri Park, 6th floor, IIIrd Block, Delhi Technological Park, Shastri Park, New Delhi-110053
Clause 4.A.6, Chapter-4-A, (Section-I)	Performance Bank Guarantee Equivalent to 10% of the total value of the LoA issued. For more details please refer Clause 4.A.6 of Chapter-4.
Clause Chapter-4-A, (Section-I)	Eligibility Criteria Requirements for Bidders
	<u>Point-3 - Financial Eligibility –</u>
	₹ 31,52,69,882/-
	For Start-ups –
	₹ 10,50,89,961/-

	<p>Point-4 – Technical Capability-1</p> <p>a. One similar works each costing not less than the amount equal to ₹ 12,61,07,953/-</p> <p>b. Two similar works each costing not less than the amount equal to ₹ 8,40,71,968/-</p> <p>c. Three similar works each costing not less than the amount equal to ₹ 6,30,53,976/-.</p> <p>For Start-ups</p> <p>(i) One similar works each costing not less than the amount equal to ₹ 7,35,62,972/-</p> <p>(ii) Two similar works each costing not less than the amount equal to ₹ 4,20,35,984/-</p> <p>(iii) Three similar works each costing not less than the amount equal to ₹ 3,15,26,988/-</p> <p>Point-8– Technical Capability-2</p> <p>Point-8 – Technical Capability-2 : Number of IP/MPLS 10/40/100 Gbps (Full Duplex) nodes – 68 (Minimum 20 nos. of nodes of 40/100G or higher capacity and remaining nos. i.e. 48 nodes of 10G or higher capacity).</p>
<p>Clause 4.A.14.2, Chapter-4-A, (Section-I)</p>	<p>Point-1 - B – Number of IP/MPLS 10/40/100 Gbps (Full Duplex) nodes - 90</p> <p>Point-2 – Eligibility Criteria Requirements for OEM's –</p> <p>(i) Router - ₹ 5,89,52,348</p> <p>(ii) Router's Optics - ₹ 80,51,949</p>
<p>Clause 4.A.19, Chapter-4-A, (Section-I)</p>	<p>Purchaser's Right to Vary Quantities</p> <p>(A) Upto maximum extent of +/- 50% subject to following condition</p> <p>i. Upto +25% with no rebate.</p> <p>ii. From +25% to +40% with 2% rebate</p> <p>iii. From +40% to +50% with 4% rebate</p> <p>(B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.</p> <p>(C) AMC rates for items under Variation Order will be at same percentage as finalized in the main contract.</p>

<p>Offer Letter (Chapter-1) & Clause 4.A.22, (Section-I)</p>	<p>Earnest Money Deposit (EMD) – To be deposited online on RailTel ENIVIDA Portal only</p> <p>₹ 21,01,800/- (including GST)</p> <p>OR</p> <p>The bidder has option to submit Bank Guarantee (BG) of same amount on E-Nivida portal as per Form No. 15 of Chapter-6.</p>
<p>Clause 4.A.36, Chapter-4-A, (Section-I)</p>	<p>Last Date of Submission of Offer (Online)</p> <p>Date: 28-05-2024 Time: 15:00 hours</p> <p>Date of Opening of Tender (Online)</p> <p>Date: 28-05-2024 Time: 15:30 hours</p>
<p>Clause 4.B.2.1, Chapter-4-B, (Section-I)</p>	<p>RailTel Contact-I (for general Information)</p> <p>RailTel's Contact Person /Designation Kumar Rahul Joshi, Add. GM/NTP Telephone/ Mobile: +91-971764200 E-mail ID: rahul@railtelindia.com</p> <p>RailTel Contact-II (for general Information)</p> <p>RailTel's Contact Person /Designation Sudhanshu Kumar, Sr.Mgr./IT-ERP</p>

	Telephone/ Mobile: +91-9717644016 E-mail ID: sudhanshu.kumar@railtelindia.com
Regional Address Chapter-1, Chapter-6,	GGM/Marketing RailTel Corporation of India Limited RailTel Regional Address Shastri Park, 6th floor, IIIrd Block, Delhi Technological Park, Shastri Park, New Delhi-110053

Note:

1. If the details given in BDS contradict with referred clause in the detailed tender document, the details in BDS will have overriding priority (as per clause 4.B.1) over the referred clause in the tender document.
2. In the tender document, RailTel and Indian Railways have been used at various places. It can be interchangeably used wherever required for various purposes of contract management purposes, as may be decided / intimated by the contract managing authority, i.e. RailTel.

CHAPTER- 6 -FORM (S)/PROFORMA (S)

**FORM NO. 1 - PROFORMA FOR “PERFORMANCE BANK GUARANTEE BOND (PBG)”
(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 **(as mentioned in BDS, Chapter-5)** (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.

6. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

Name of Bank & address	ICICI Bank
Name of Account holder	Railtel Corporation of India Limited
BG Advising Message	IFN 760COV/IFN 767COV via SFMS
IFSC Code	ICIC0000007
Unique Reference in field 7037	RAILTEL6103

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** _____ **2024**

for

(indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name

FORM NO. 2 - PROFORMA FOR “SYSTEM PERFORMANCE GUARANTEE”

(On Stamp Paper of Rs. One Hundred)
(To be signed by the Bidder as well as the OEM’s)

To

**RailTel Corporation of India Limited,
6th floor, IIIrd Block,
Delhi Technological Park, Shastri Park,
New Delhi-110053**

E-Tender No. RailTel/Tender/OT/NR/NTP/2024-25/DSC/01

Applicable for Bidder/OEM(s) directly participating in the tender

Dear Sir,

I/ Wehereby guarantee that the design on the basis of which we have submitted our tender no. has been carefully made to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment 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.

Or

Applicable for OEM(s)

I/ We hereby guarantee that the design on the basis of which we have submitted our tender no. has been carefully made to conform to the end objectives in the tender documents and to technical specification therein related to OEM's scope. 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 as per OEM's scope, 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 OEM's Authorized Officer)
Seal

Signature of witness:

3.
4.

FORM NO. 3 - PROFORMA FOR “LONG TERM MAINTENANCE SUPPORT”

(To be signed by the Bidder as well as the OEM’s)

To

**RailTel Corporation of India Limited,
Shastri Park, 6th floor, IIIrd Block,
Delhi Technological Park, Shastri Park,
New Delhi-110053**

E-Tender No. RailTel/Tender/OT/NR/NTP/2024-25/DSC/01

Applicable for Bidder/OEM directly participating in the tender

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 4.A.3 of Chapter-4(Section-I),shall be met **by us directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

OR

Applicable for Authorized Distributor/Partner of OEM

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

(Signature of Firm’s Authorized Officer)
Seal

Signature of witness:

5.

6.

Note: Please Strike out whichever is not applicable.

FORM NO. 4 -PROFORMA FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

(To be signed by the Bidder)

(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 Region), 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 electronic-tender portal. I/We have verified the content of the document from the 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 railway 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 alongwith the offer and same shall be binding upon me/us.**
6. **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.**
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 year in RailTel. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be **Summarily REJECTED**.
8. I/we also understand that if the certificates submitted by us or by OEM's of the offered Hardware/Software 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, alongwith forfeiture of 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. 5 - PROFORMA FOR “SIGNING THE INTEGRITY PACT”
(To be signed by the Bidder)

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

AND

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the

information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.

8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of
Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:

Annexure-A of INTEGRITY PACT

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application-Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/retainer-ship being paid by the principal to the agent before the placement of order by RailTel.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to **REJECTION** or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

Annexure-B of INTEGRITY PACT

GUIDELINES ON BANNING OF BUSINESS DEALINGS

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2	Scope
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4	Initiation of Banning / Suspension
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7	Banning of Business Dealing
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.
9	Procedure for issuing Show-cause Notice.
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11	Review of the Decision by the Competent Authority
12	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

- 1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other;
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
 - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
 - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 3. ED / GGM/ GM (to be nominated on case to case basis).
 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

- iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- (i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- (ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- (iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- (iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.

ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.

v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

8. Removal from List of Approved Agencies –Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
- a) Forex one rating the Agency if the charges are not established.
- b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
- c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.
- 10. Appeal against the Decision of the Competent Authority**
- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- 11. Review of the Decision by the Competent Authority**
- Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.
- 12. Circulation of the names of Agencies with whom Business Dealings have been banned**
- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.
- 12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

FORM NO. 6 - PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING”
(To be signed by the Bidder)

To

**RailTel Corporation of India Limited,
Shastri Park, 6th floor, IIIrd Block,
Delhi Technological Park, Shastri Park,
New Delhi-110053**

E-Tender No. RailTel/Tender/OT/NR/NTP/2024-25/DSC/01

Sub: NIL Deviation Compliance

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

1. All proposed in scope supplies (Router, Optics and Racks etc.) are compliant to the technical specifications of the equipment as mentioned in the Chapter-3 & 8 of Tender document.
2. We hereby certify that the hardware and software mentioned in our technical solution and Bill of Material (BOM) are complete.
3. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the RFP. If any additional hardware and software is required to meet in scope requirements, then it would be procured by us at no extra cost to RailTel.
4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda and TEC specifications.
5. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda and TEC specifications, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

FORM NO. 7 – OEM’S UNDERTAKING ON LETTER HEAD FOR MAF, PROVEN FACILITY, BLACKLISTING, MALICIOUS CODE, IPR & RESTRICTION ON COMPANIES FROM LAND BORDER SHARING COUNTRIES WITH INDIA

(To be signed by the OEM)

To

**RailTel Corporation of India Limited,
Shastri Park, 6th floor, IIIrd Block,
Delhi Technological Park, Shastri Park,
New Delhi-110053**

E-Tender No. RailTel/Tender/OT/NR/NTP/2024-25/DSC/01

Sub: OEM Undertaking

Dear Sir,

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

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

We hereby authorize M/s (OEM Name), Office to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

I/We further extend our warranty for years and AMC for.....years for our range of products offered by M/sagainst the above-said bid.

B. I/We undertake/Certify that

“I/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.”

C. 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.

D. I/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:-
- Inhibit the desired and designed function of the equipment.
 - Cause physical damage to the user or equipment during the exploitation.
 - Tap information resident or transient in the equipment/networks.
- (ii) I/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.
- E. I/We have read the clause regarding restrictions on procurement from a OEMs of a country which shares a land border with India; I certify that I/We is/are not from such a country or, if from such a country, has been registered with the Competent Authority, I/We hereby certify that I/We fulfils all requirements in this regard and is eligible to be considered.
- F. Offered Hardware and Software are having End of Life (EOL) in line to the compliance as per clause 4.A.3 of Chapter-4 (Section-I) and should not be declared End of Sale (EOS) at the time of last Supply of Material to RailTel (Point-F of form no. 7).

Place:

Date:

Seal and signature of the authorized representative of OEM
Name and Designation of the authorized representative of OEM

**FORM NO. 8 – BIDDER’S UNDERTAKING ON LETTER HEAD FOR BLACKLISTING,
MALICIOUS CODE, SITE INSPECTION & RESTRICTION ON
COMPANIES ON LAND BORDER SHARING COUNTRIES WITH INDIA.
(To be signed by the Bidder)**

To

**RailTel Corporation of India Limited,
Shastri Park, 6th floor, IIIrd Block,
Delhi Technological Park, Shastri park,
New Delhi-110053**

E-Tender No. RailTel/Tender/OT/NR/NTP/2024-25/DSC/01

Sub: Bidder Undertaking

Dear Sir,

I / Wehereby certify that

- A. 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.
- B. All the Hardware and Software, offered in our bid documents, are as per Technical specifications mentioned in Chapter-8 of the above referred tender document.
- C. I/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. I/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. Before submitting a tender, I/We deemed to have satisfied myself by actual inspection of the sites and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates enters in the tender forms are adequate and all inclusive.
- E. I/We 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/We certify that I/We is/are not from such a country or, if from such a country, has 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/We fulfils all requirements in this regard and is eligible to be considered.
- F. I/We certify that all the licenses of Firmware and Software of the offered MPLS solution under this Tender would be registered in favor of M/s RCIL.

Seal and signature of the authorized representative of Bidder

Name and Designation of the authorized representative of Bidder

Place:

Date:

FORM NO. 9 - CERTIFICATE FROM BIDDER'S COST/STATUTORY AUDITOR

To

**RailTel Corporation of India Limited,
Shastri Park, 6th floor, IIIrd Block,
Delhi Technological Park, Shastri Park,
New Delhi-110053**

E-Tender No. RailTel/Tender/OT/NR/NTP/2024-25/DSC/01

Sub: Calculation of Local Content of Supply Items as per formulae given in Tender Clause no. 4.A.45.1

1. I/We_____the statutory auditor/cost auditor of M/s. (name of the bidder) hereby certify that M/s_____ (name of bidder) are offering_% Local Content against the supply item of the Project Work under this tender in accordance with DPIIT's PMI Policy & it's clarifications/guidelines vide offer No._____ dated___ against RAILTEL tender No._____.
2. I/We certify that Local Content Calculation for Supply items in the offered bid has been done as per the formulae given in Tender Clause no. 4.A.45.1.

To be signed by Authorized signature of Bidder's Statutory Auditor/Cost Auditor
Name and Designation of the authorized representative of Bidder's Statutory Auditor/Cost Auditor

UDIN No. -

FORM NO. -10 –ANNEXUREAFFIDAVIT BY EACH CONSORTIUM/JV MEMBER (ON STAMP PAPER)

(To be given separately by each Consortium/Joint Venture member of the Bidder on Stamp Paper of appropriate value)

I, _ S/o , Resident of _ ,
, the [insert designation] of the [insert name of single bidder / Consortium/Joint Venture member if Consortium/Joint Venture] do solemnly affirm and state as follows:

1) I say that I am the authorized signatory of [insert name of company/Consortium/Joint Venture member] (hereinafter referred to as “Bidder/Consortium/Joint Venture Member”) and I am duly authorized by the Board of Directors of the Bidder/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the Bidder/Consortium/Joint Venture Member.

2) I say that I have submitted information with respect to our eligibility for RailTel Corporation of India Ltd. (hereinafter referred to as “RCIL”) (NAME OF WORK) (hereinafter referred to as ‘Project’) Request for Proposal (‘RFP’) document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3) I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by RCIL to verify our credentials / information provided by us under this tender and as may be deemed necessary by RCIL.

4) I say that if at any point of time including the extension period, in case RCIL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of RCIL.

5) I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.

6) I state that all the terms and conditions of the Request for Proposal (RFP) document has been duly complied with.

DEPONENT

VERIFICATION

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed. Verified at , on this day of .

DEPONENT

FORM NO. -11 - JOINT VENTURE AGREEMENT/MEMORANDUM OF AGREEMENT
(On Stamp Paper of Rs fifty)

This Joint Venture Agreement/Memorandum of Agreement is executed at (place) on this _____ day of _____, 2020.

BETWEEN

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its Managing Director, _____ duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and Office at _____, acting through its Joint President, _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the 'OTHER PART'

AND

M/s. _____, a Company incorporated under the Companies Act, 1956 and having its Registered Office at _____ and Office at _____, acting through its Joint President, _____, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the 'OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RCIL') has invited tenders for the "**(NAME OF WORK)**" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Joint Venture for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Joint Venture between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Joint Venture for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS JOINT VENTURE AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Joint Venture to participate in the tender process for “**(NAME OF WORK)**” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Joint Venture have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Joint Venture so that the Joint Venture may take up the aforesaid “**(NAME OF WORK)**” in case the Joint Venture turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Joint Venture have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Joint Venture fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “**(NAME OF WORK)**”
4. That the Joint Venture have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Joint Venture for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
5. That the share-holding of the members of the Joint Venture for this specified purpose shall be as follows:
 - (i) The Lead Member shall have _____ per cent (___ %) of share-holding/participation with reference to the Joint Venture for this specified project.
 - (ii) The Participant Member shall have _____ (___%) of share-holding/participation with reference to the Joint Venture for this specified project.
 - (iii) The Participant Member shall have _____ (___%) of share-holding/participation with reference to the Joint Venture for this specified project.
6. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Joint Venture, the Members of the Joint Venture undertake to provide their own nominees as share-holders to the extent of their respective share-holding for the purpose of formation of a Special Purpose Company (SPC) through which the Joint Venture proposes to undertake the _____ of RCIL.
7. That if any change in the membership of the Joint Venture be required to be made by the members of the Joint Venture, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
8. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Joint Venture, they undertake to do the needful and to participate in the same for the purpose of the said project.
9. That it is clarified by and between the members of the Joint Venture that execution to this Joint Venture Agreement/Memorandum of Agreement by the members of the Joint

Venture does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Joint Venture shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Joint Venture Agreement is limited in its operation to the specified project.

10 That the Members of the Joint Venture undertake to specify their respective roles and responsibilities for the purposes of implementation of this Joint Venture Agreement and the said project if awarded to the Joint Venture in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Joint Venture Members to meet the requirements and stipulations of RCIL.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. (_____) Managing Director (_____) For (Name of company)	2. (_____) Managing Director (_____) For (Name of company)	3. (_____) Managing Director (_____) For (Name of company)
---	--	---

WITNESSES:

1. _____
2. _____

Enclosure:

Board resolution of each of the Joint Venture Members authorizing:

- (i) Execution of the Joint Venture Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**FORM NO. -12 - CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT
(On Stamp Paper of appropriate value)**

This Consortium Agreement is executed at on this _ day of_____.

BETWEEN

M/s, a Company incorporated under the Companies Act, 1956 and having its Registered Office at acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the „LEAD MEMBER“ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s , a Company having its Office at and Office at acting through its Joint President/ MD/.., , duly authorized by a resolution of the Board of Directors dated _ (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART“

AND

M/s. , a Company having its Office at and Office at , acting through its Joint President/ MD/.., , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART“

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as „RCIL“) has invite tenders for the “(NAME OF WORK)” in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
4. That the Consortium have agreed to nominate one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.
5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
6. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.

9. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be **REJECTED**.

10. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.

11. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.

12. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN

1. ()

2. ()

3. ()

Managing Director

Managing Director

Managing Director

For (Name of company)
company)

For (Name of company)

For (Name of

WITNESSES:

1.

2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

FORM NO. 13 - PAST EXPERIENCE FORM

	Item	Details
1. General Information		
	Customer Name	
	Details of Contact Person	
i	Name	
ii	Designation	
iii	Email	
iv	Mailing Address	
v	Phone	
vi	Fax	
2. General Information		
i	Name of the Project	
ii	Government/Private/PSU/Others please specify	
iii	Start Date and End Date of PO/LOA	
iv	Current Status (Completed/Work in Progress)	
v	Contract Tenure	
vi	Geographical Coverage (No. of locations the project covers)	
3. Size of the Project		
i	Order Value of the project	
ii	Capital Expenditure involved	
iii	Cost of services provided by the bidder	
iv	Cost of services provided by the partners if involved	
v	No of Network Devices implemented (if applicable)	
vi	No of Network Devices managed (if applicable)	
vii	Please Provide customer certificate/Work order for executed Scope	
4. Brief description of scope of Project		
i	Highlights of the Key Result Areas expected and achieved	
ii	List of modules and sub-modules implemented	
iii	Narrative description of Project including technology deployed	
iv	Description of actual services provided by your firm	

Certification: I, the undersigned, certify that these data correctly describe the Projects implemented by our Company.

(Signature)
(Name of Authorized Signatory)
(Designation)

(Date)
(Name and address of the bidder)
(Company Seal)

RailTel

Form No. 14 - CONTRACT AGREEMENT

(CA _____ No. _____)

This AGREEMENT is made at <Location of RO Office> on this day of _____ two thousand and twenty three by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at 6th Floor, 3rd Block, Delhi-IT-Park, Shastri Park, New Delhi-110053, acting in the premises through RGM/ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

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

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

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

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

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

The contract within named in the presence of:

1. Signatures
Date
Name in Block Capitals
Address:

2. Signatures
Date
Name in Block Capitals
Address:

Signed and delivered by Shri. _____ for and on behalf of

The contractor within named in the presence of :

1. Signatures
Date
Name in Block Capitals
Address:

2. Signature
Date
Name in Block Capitals
Address:

Annexure 'A' : Tender Document No...with Corrigendum(s), if any.

Annexure 'B' : Contractor's offer letter.

Annexure 'C' : Letter of Acceptance No... with all enclosures.

Annexure 'D' : Copy of Performance Bank Guarantee (PBG)

Chapter-6, Form No. 15

(Bid Security)

**Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).**

Name of the Bank: -----

Beneficiary: RailTel

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the RailTel Corporation Of India Ltd. 6th floor, IIIrd Block, Delhi Technology Park, New Delhi-110053 (hereinafter called "The RailTel") having invited the bid for _____ through Notice inviting tender (NIT) No., _____, We have been informed that [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,[Insert Name of the Bank], with its Branch[Insert Address] having its Headquarters office at..... [Insert Address], hereinafter called the Bank, acting through[Insert Name and Designation of the authorised persons of the Bank], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the RailTel:

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the RailTel full amount in the sum of [Insert required Value of Bid Security] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the Bidder and without the RailTel being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the RailTel and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by RailTel at any time.

This guarantee will remain valid and effective from.....[insert date of issue] till[insert date, which should be minimum 90 days beyond the expiry of validity of

6. **Bid].** Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and RailTel herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the RailTel. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details:-

Name of Bank & address	ICICI Bank
Name of Account holder	Railtel Corporation of India Limited
BG Advising Message	IFN 760COV/IFN 767COV via SFMS
IFSC Code	ICIC0000007
Unique Reference in field 7037	RAILTEL6103

11. **The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the RailTel. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the RailTel.**

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal [P/Attorney] No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

CHAPTER-7**Annexure-I**

Network shall be designed as per following:

S. N	Type of Routers	No of Routers/Locations
1.	Type-I	9
2.	Type-II	104
3.	Type-III	144

Locations of these routers will be informed to the successful bidder.

Annexure-II - Proof of Concept (POC)

1. Date of Testing:
2. Bidder Name:
3. OEM Name (Router and Optics):
4. **Table-1 - Network Inventory offered by Bidder:**

SN	Bill of Material to be used for POC	Qty	OEM Part No.	Serial No.
1	Type-I Router including Optics	1		
2	Type-II Router including Optics	1		
3	Type-III Router including Optics	2		

5. **Objective:**

As a part of tender evaluation, its required from all the participating bidders to demonstratetheir offered OEMs IP/MPLS routers functionality such as Layer 2 and Layer 3 Unicast and multicast services as a part of POC. The identified location for POC in Delhi/NCR shall be informed to bidders.

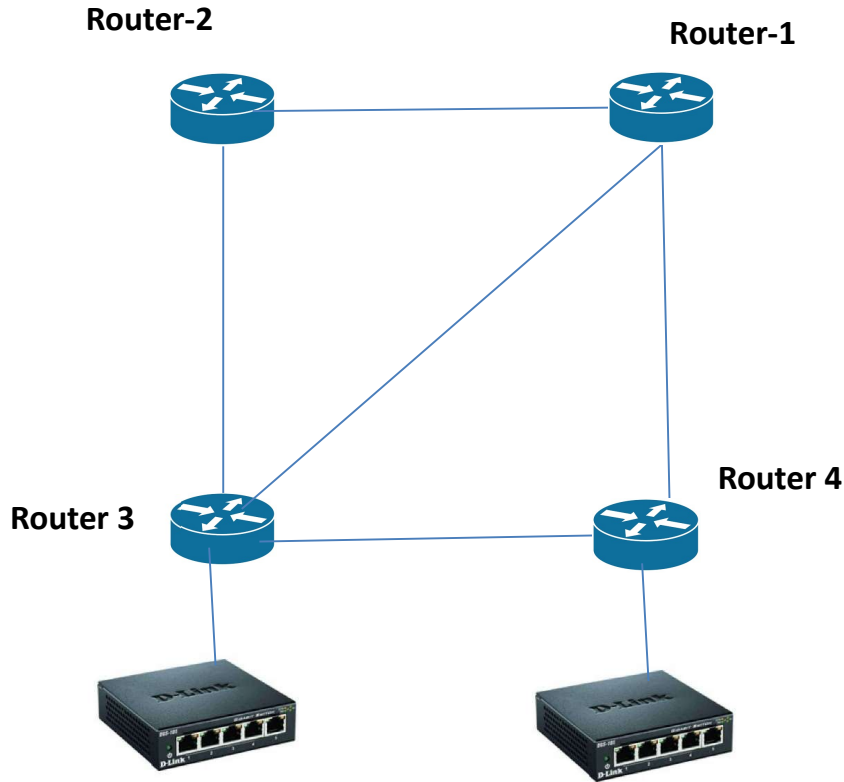
Bidder is expected to install their proposed Type-I, II & III Routers & Optics system at POC location at 100/40/10G Speed.

Bidder must do Installation and commissioning of equipment at designated site by RailTelwithout incurring cost to RailTel.

6. RailTel will provide only following for POC:

- 6.1 Space in Rack & power
- 6.2 Existing MPLS network connectivity

7. Sample Network Topology



The following are the superset of the use cases which Bidders/OEMs need to execute for successful completion of POC of their technical solution:

8. Power supply Protection:

Description	
Power supply will be extended to both PSUs of Router. Power Supply of each PSU will be disconnected one by one.	
Expected Results	Result

Traffic should not impact, and no Error should be reported on tester during this event.		PASS/FAIL
Duration	10 min	

9. **Traffic Protection Test (LOS):**

Description		
The LSP should switch to a protection path in case of LOS within 50 ms and no traffic interruption except during switching duration.		
		Result
Expected Results		PASS/FAIL
LSP path Switching time should be within 50 ms.		
Duration	30min	

10. **LDP over RSVP**

Description		
RSVP to be enabled between all LSR Routers to form an MPLS based Network. PE routers will run LDP		
		Result
Expected Results		PASS/FAIL
Test case will showcase the mapping of LDP over the RSVP network for end-to-end connectivity.		
Duration	10min	

11. **LDP interworking with SR**

Description		
Segment Routing to be enabled between two Routers to form a SR based Network. Rest routers will act as PE routers will run LDP.		
		Result
Expected Results		PASS/FAIL
Test case will showcase the mapping of LDP and SR network for end-to-end connectivity.		
Duration	10min	

12. **Transit MPLS Services.**

Description	
New network should act as Transit router for existing services originating/terminating on new PE Router such as L3VPN L2VPN Multicast VPN Internet Class of Service: LSR to honour the QoS classification & marking done by PE routers. LSP& Interfaces Load Balance: New LSR routers should support link bundling and allow traffic load sharing in between multiple LSP and load sharing / balancing on the core facing and PE facing interfaces.	
	Result
Expected Results	PASS/FAIL
Test case will showcase the end-to-end connectivity between different routers for above mentioned services with QoS parameters.	
Duration	30min

13. LER MPLS Services.

Description	
New network should act PE Router such as for following services. L3VPN L2VPN Multicast Internet Class of Service: QoS classification & marking shall be done by PE routers .	
	Result
Expected Results	PASS/FAIL
Test case will showcase the end-to-end connectivity between different POPs for above mentioned services with Qos parameters.	
Comments	
Duration	30min

Note: All Bidders should submit output logs of the above-mentioned tests immediately after completion POC to RailTel and these outputs logs should be signed jointly by all three representatives.

Name:
RailTel Representative(s)

Name:
OEM Representative(s)

Name:
Bidder Representative(s)

CHAPTER-8

8.1 General Conditions

- 8.1.1 All the Routers shall be of the same make (OEM).
- 8.1.2 Disaggregated solution shall not be acceptable.
- 8.1.3 Bidder/OEM can offer third party grey optics, but it should be fully compatible with the offer equipment.
- 8.1.4 Deleted.
- 8.1.5 It may kindly be noted that 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.
- 8.1.6 Deleted.
- 8.1.7 During Technical evaluation, RailTel may asked of POC for offered equipment. POC may be exempted in case Offered Equipment or similar/higher capacity equipment of same OS is running in RailTel Network (In that case bidder/OEM request for exemption maybe provided). For exemption of POC, RailTel decision will be final. Bidder should arrange material for POC as per **Annexure-II**. POC should be completed within 21 days after intimation to bidder. In case of Bidder failed to complete POC successfully, in that case offered equipment will be technical disqualified.
- 8.1.8 OEMs should be having valid ISO 9000 & ISO 14000 certification.
- 8.1.9 Bidder/OEM should provide professional training (20 Man week) and professional OEM support services for integration of equipment with existing Network.
- 8.1.10 OEMs should have their spare depots in India and location & address for same need to be submitted.
- 8.1.11 The Router/Router (OS)/Series/Family should be tested and certified for EAL2/NDPP (or above) under common criteria programme for security related functions or under Indian common criteria certification scheme (IC3S) by STQC, DEIT, Government of India.
- 8.1.12 The Proposed Routers should be NEBS compliant.
- 8.1.13 Tender specific authorization from the OEM is required for the bidder to participate in the bid (Point-1, Form no. 7 of Chapter-6).

- 8.1.14** All Routers should be IPv6 ready from Day One. All the hardware and Software for the same should be provided with the system.
- 8.1.15** OEMs should support Firmware up gradation till the OEM announces End of Life (EoL). **Hardware and Software offered by OEM should have End of Life (EOL) less than 10 years from the date of Supply. End of Sale (EOS) of offered Hardware and Software should not be less than 4 years from the date of Supply.**
- 8.1.16** OEMs should have 24*7 TAC support in India. Relevant document in support of the same shall be submitted.
- 8.1.17** Bidder/OEMs should guarantee that the systems delivered to the RailTel are brand new, including all components. All hardware must be supplied with their original and complete printed documentation. Line-by-line compliance of the technical conditions should be submitted by the bidder and vetted by respective OEMs on their letter head duly signed by Authorized signatory.
- 8.1.18** The Bidder shall submit the copies of satisfactory Type Test Reports not earlier than five (5) years from the bid submission deadline on offered Router Series/family (Tier-1,2 &3 Routers) tested from any of the following renowned Laboratories-
- (a) Gartner Research (USA)
 - (b) Tolly (USA)
 - (c) Miercom (USA)
 - (d) KEMA (Holland)
 - (e) CESI (Italy)
 - (f) Underwriter's Laboratory (USA)
 - (g) MET Laboratories Inc. (USA)
 - (h) Essef (France)
 - (i) European Measuring Directives (MID) recognized lab
 - (j) EANTC
 - (k) MTCTE
- 8.1.19** HLD and LLD shall be vetted by OEM professional services engineers and Network shall also be implemented in supervision of OEM professional services engineers Technical Requirement and Specification.
- 8.1.20. Deleted.
- 8.1.3.11 Space consideration
- (i) Type-I router: $\leq 2RU$
 - (ii) Type-II router: $\leq 2RU$
 - (iii) Type-III router: $\leq 1RU$
- 8.2.2.3.7 During implementation RailTel will share complete network information for commissioning of new routers in the IP/MPLS network.
- 8.1.3.12 RailTel will provide Rack Space, power (DC) for equipment

installation and Commissioning.

8.2 Technical Specification of Type-I, Type-II and Type-III Routers

This section describes the various network components and its functionalities required for the deployment of IP/MPLS Routers for Type-I, Type-II and Type-III locations along with its integration with the existing MPLS based IP infrastructure at RailTel's network.

8.2.1 Scalability Parameters:

Following tables mentions the minimum hardware scalability parameters for Type-I, II and III routers.

SN	Parameter	Type-I	Type-II	Type-III
1	Ports (Minimum)	8x100G QSFP port (excluding XFP/SFP/QSFP) & 8x10G SFP+ Port (Including 8X10G SFP+ module) from day one	4x100G QSFP port (excluding XFP/SFP/QSFP) & 8x10G SFP+ Port (Including 8X10G SFP+ module) from day one	4x10G SFP+ port & 8x1G SFP Port. Additional 2x10G SFP+ port for future upgradeability in same hardware from day one.
2	Total throughput (Full duplex) (Minimum) Gbps	900	280	64
3	MAC Table Size	64K	64K	64K
4	IPv4 RIB/FIB (Minimum)	4M/1M	1M/128K	1M/32K
5	IPv6 RIB/FIB (Minimum)	2M/1M	1M/32K	512K/8K
6	MPLS Labels (Minimum)	32K	32K	12K
7	Label Stack	5	5	5
8	L2 / L3 VPN VRF (Minimum)	1000/500	1000/256	500/128
9	Support of number of queues per system	4K	4K	1K
10	Number of VLAN support	1000	1000	250
11	Multicast Routes	40K	20K	2K
12	mVRF	100	50	20

8.2.2 Features Required for Type-I, Type-II and Type-III Routers

1	Router can be of either modular/fixed type and shall have modular Operating system where it shall support individual restart of critical processes without affecting other processes or rebooting the entire operating system.
2	All 10G and 100G interfaces should support LR, ER and ZR.
3	Router shall have option checking configuration before committing and option of rolling back to at least five configurations.
4	Deleted.

5	Digital Optical Monitoring (DOM) should be supported, optics information retrievable including RX/TX-power, threshold-monitoring/alarming, inventory.
6	It shall support role based privileges for the system access and radius authentication for the System admin.
7	The router should have a Console or Out-of-band Management.
8	Alerts for environmental or other hardware based alarms should be visibly implemented on the chassis.
9	All interfaces shall support services like L2VPN, L3VPN, VPLS and multicast VPN for both IPv4 and IPv6
10	The router should have mechanism to protect itself from DDoS attack.
11	The router should be IPv6 ready from day one.
12	The router should support filtering based on different parameters like: src ip, dst ip, src port, dst port, protocol etc
13	The router should support Netflow, Jflow or equivalent
14	The router should support IP SLA or RPM (or equivalent) for performance measurements, it should also support monitoring of IP SLA/RPM (or equivalent) probes using SNMP polling (OEM has to provide SNMP MIB information)
15	Shall support QoS, option of traffic shaping per Interface based.
16	Shall support following class of service features:
	a) Classification, policing, marking, shaping, filtering
	b) Manage congestion using a weighted random early detection (WRED) algorithm
	c) RFC 2474, Definition of the Differentiated Services Field in the IPv4 and IPv6 Headers
	d) Single Rate Three Color Policer RFC 2697
	e) RFC 2698, A Two Rate Three Color Policer
	f) congestion Management through CBWFQ, Round-Robin or equivalent, WFQ or equivalent
	g) RFC 2597, Assured Forwarding PHB Group
	h) RFC 2598, An Expedited Forwarding PHB
	i) Router should be able to classify based on 802.1 ad, 802.1 p, EXP and DSCP bits
	j) The router shall support traffic interface mirroring in both ingress & egress directions for both IPv4 & IPv6
17	The router shall support provision for event based scripts that shall be capable of performing actions based on certain triggers
18	The router shall support aggregated Ethernet and it shall be possible to bundle Upto 16 links.
19	Shall support following MPLS features
	a) LDP and RSVP signalling
	b) RFC 5036, LDP Specification
	c) RFC 3212 OR Constraint-Based LSP Setup using LDP
	d) RFC 3215, LDP State Machine
	e) RFC 3478, Graceful Restart Mechanism for LDP
	f) RFC 2858, Multiprotocol Extensions for BGP-4
	g) RFC 3063, MPLS Loop Prevention Mechanism
	h) RFC 3031, Multiprotocol Label Switching Architecture
	i) RFC 3032, MPLS Label Stack Encoding
	j) The router should be able to do load-balancing over multiple equal cost MPLS LSP
20	The Router shall support MPLS Fast Reroute both link protection and Node protection.

21	MPLS Ping, MPLS Trace Route
22	Fast Reroute Extensions to RSVP-TE for LSP Tunnels
23	The router shall Support of Sync-E & PTP technology (License price to be quoted separately)
24	Shall support MPLS based VPN services
	a) L3VPN, L2VPN (Kompella BGP/ Martini LDP),
	b) Internet draft, draft-ietf-l2vpn-vpls-bgp-08.txt, Virtual Private LAN Service (VPLS) Using BGP for Auto-discovery and Signaling
	c) RFC 4762 Virtual Private LAN Service (VPLS) Using Label Distribution Protocol (LDP) Signaling
	d) Next Generation mVPN (P2MP) based on (Draft-ietf-13vpn-2547bis-mcast-01.txt) & mVPN (draft-rosen-vpn-mcast).
25	The router shall support the following routing features
	a) BGPv4, BGP confederations and route reflector
	b) Dynamic Host Configuration Protocol (DHCP)
	c) RFC 3101, The OSPF NSSA Option
	d) RFC 2328, OSPF Version 2
	e) RFC 3623, OSPF Graceful Restart
	f) RFC 3630, Traffic Engineering (TE) Extensions to OSPF Version 2
	g) RFC 1195, Use of OSI IS-IS for Routing in TCP/IP and Dual Environments
	h) RFC 2104, HMAC: Keyed-Hashing for Message Authentication
	i) RFC 2973, IS-IS Mesh Groups
	j) RFC 3358, Optional Checksums in IS-IS or RFC 5310
	k) RFC 3359, Reserved Type, Length and Value (TLV) Code points in IS-IS
	l) RFC 3373, Three-Way Handshake for IS-IS Point-to-Point Adjacencies
	m) RFC 5305, IS-IS Extensions for Traffic Engineering
	n) RFC 3847, Restart Signalling for IS-IS
	o) RFC 3590, Source Address Selection for Multicast Listener Discovery Protocol
	p) IGMP v2 and v3 as described in RFC 2236 and RFC 3376 with IGMP Routing Policies to filter IGMP requests.
26	The router shall support Virtual Router Redundancy Protocol (VRRP) as per IETF RFC 3768
27	Router shall support SNMP v2/v3 and NTP
28	Shall support BFD for both single hop and multihop sessions
29	Shall support the following OAM features and actions such as syslog/link down should be configurable on OAM event trigger:
	a) 802.3ah
	b) 802.1ag
	c) Y.1731
30	Shall support Multi-chassis LAG or EVPN Multi-Homing
31	IPv6 Features
	a) IPv6 Ping
	b) IPv6 trace route
	c) OSPF v3
	d) IS-IS
	e) VRRPv3
	f) IPv6 CoS (classification & rewrite, scheduling based on TC)

	g) IPv6 ACL
	h) 6PE and 6VPE
32	Multicast Feature: It shall support following:
	a) It shall support IGMP snooping v2/v3
	b) The router shall support PIM Sparse Mode, RFC 4601(optional)
	c) Rendezvous Point (RP) - ability to be configured as an RP
	d) RFC 3569, Source Specific Multicast (SSM)
	e) RFC 2365, Administratively Scoped IP Multicast
	f) RFC 3446, Anycast Rendezvous Point (RP) Mechanism using Protocol Independent Multicast (PIM) and Multicast Source Discovery Protocol (MSDP).
	g) RFC 3618, Multicast Source Discovery Protocol (MSDP).
33	The proposed router should be NEBS level 3 compliant. NEBS Certification is not required for PMA. However, OEM has to produce certificate from standard lab approved or authorized by Govt. of India that the supplied Products are equivalent to NEBS and meet all standard and specification of NEBS.
34	The device should comply to the following safety standards
	a) EN 55022 Class A Emissions (Europe)
	b) FCC Class A (USA) Radiated Emissions
	c) UL 60950-1 Information Technology Equipment – Safety
	d) EN 60825-1 Safety of Laser Products
	e) EN-61000-4-11 Voltage Dips and Sags
	f) ETS-300386 Electromagnetic Compatibility Requirements
	g) The device will conform to the following EN/IEC standard:
	i. 61000-4-2 – ESD
	ii. 61000-4-3 Radiated Immunity
	iii. 61000-4-4 – EFT
	iv. 61000-4-5 – Surge
	v. 61000-4-6 – Low Frequency common immunity
35	The offered devices must support following functionalities to support 3rd party SDN (in future)
	(a) The router should support RFC 6020, YANG - A Data Modeling Language for the Network Configuration
	(b) Protocol (NETCONF)
	(c) The solution should support the network configuration protocol (NETCONF) that provides mechanisms to install, manipulate, and delete the configuration of network devices, RFC 6241
	(d) The router should be able to act as Path computation client in the PCE architecture defined in RFC 4655.
	(e) The router should support PCECP as defined in RFC5440.
	(f) The router should support BGP link-state (BGP-LS), RFC 4655
	(g) The router should support SPRING or Segment routing
36	Devices shall support following natively or through EMS for Provisioning. If it is supported through NMS, NMS should be provided without additional cost to RailTel.
	(a) Use NETCONF (RFC 6241, RFC 6242, RFC 5277)
	(b) REST/NETCONF based CRUD operations for configuration and management.
37	The offered devices must support API/NBIs for auto discovery of Services and Physical & Logical Topology

38	TELEMETRY Function: It shall support following:
	a) The router should support telemetry based on push model for monitoring network devices
	b) The router should support various software models/sensors for capturing different health parameters from the devices
	c) The router should support sending telemetry data to multiple consumers simultaneously
	d) The router shall support GPB/GRPC/KAFKA encoding for telemetry data
	e) The software model/sensors should be based on either yang, xml or open config
	f) The solution shall use either UDP or GRPC for transport of telemetry data
	g) The system should support streaming granularity of atleast 10 sec
	h) The router shall have the ability to interact with open standard based tools
	i) The system should support REST API/NETCONF for communication with third party tools and applications
	j) Enabling telemetry should not have any adverse impact on the performance of the device/router
	k) Some of the streaming models/sensors the router should support are:
	<u>System</u>
	Chassis Environment
	Line card utilization (memory , processor, QoS, Temp, Port utilization), errors counters
	Controller Card sensors (memory, CPU, Temp etc)
	Fabric statistics
	ARP table state
	Routing prefix information
	<u>Interface</u>
	Interface statistics (Physical and logical interfaces)
	Interface optical diagnostic
	Congestion and latency
	Filter statistics
	Protocol
	BGP peer information
	ISIS State, Interface, Adjacency statistics, LSDB
	ISIS SPRING / Segment Routing Statistics
	RSVP Interface Statistics
	LSP statistics
	LSP Event Export, Experimental
	IP SLA/RPM (or equivalent) reporting
	Segment Routing statistics
	DHCP statistics
39	Router should support Dual Image/Partition with USB flash drive booting option for OS recovery
40	Router should support jumbo frame.
41	Router should support port mirroring
42	Router should support security features of Broadcast/Multicast/Unicast Storm control.
43	Router should comply to following Temperature performance parameters:
	i. Operating Temperature: 0 to 40 degree C or better
	ii. Storage Temperature: -10 to 60 degree C or better

44	Routers should support following Metro Ethernet Features:
	i. ITU-T G.8032 Ethernet Ring Protection designed for loop protection or alternate mechanism to achieve ring protection in less than 50 ms.
	ii. Should support multiple Ring up to 8 ring(main and sub ring) protection failover with in 50 ms or ITU-T G.8032 v2.
45	The operating system of the Routers category/series/family should be MEF-9/14 or CE(Carrier Ethernet) Certified.
46	The Router shall be designed for continuous operations with dual fan system.
47	Router should support CFM and LFM alarms.
48	Shall support HQoS, option of traffic shaping per VLAN based.
	i. Per-VLAN policing.
	ii. Per-VLAN rewrite
	iii. Per-VLAN two-rate tri-color marking.
	iv. Per-VLAN classification
	v. Per-VLAN filtering
49	Support for P and PE router functionality for MPLS on the same router simultaneously and on all the interfaces.
50	Router shall support E-Line or E-LAN MEF standards.
51	Routers should be rack mountable to fit into a standard 19-inch rack
52	OEM shall ensure that use of third party optics shall not be explicitly blocked on the Router. Router must support all MSA complied Optics available in market.
53	Segment Routing
i	Router should be able to support SR standards on IPv6 on MPLS dataplane whenever it is firmed up without any cost to RCIL.
ii	The router should support SR-MPLS dataplane and protocols OSPF,IS-IS and BGP Segment routing extensions
iii	Traffic Steering of SR policies with Autoroute Include and Segment Routing TI-LFA SRLG Protection
iv	LSP ping, trace-route, Pseudo wire Ping over Segment Routing, trace route for binding-SID
v	MPLS-LDP interworking with SR-ISIS and SR-OSPF
vi	TI-LFA with IGP (Link, Node, Local SRLG, Remote SRLG protection)
vii	Controller instantiated SR Policy (PCEP, BGP) and SR policy based on On demand next hop
viii	Router should have capability to calculate Bandwidth based path using centralized controller.
ix	Shall support SR and MPLS (LDP) Interworking Mapping Server
x	The router shall support dynamic point-to-point interface latency performance measurement. The measurement must be integrated in the IGP and BGP LS for SDN Controller Analysis.
xi	Label distribution protocol and segment routing should coexist and there should support option to prefer LDP over segment routing.
54	EVPN Features
i	Router should have support of Ethernet VPN (EVPN with single homing, multi homing
ii	Router should have support of following features on EVPN: EVPN-IRB, EVPN VPWS, EVPN VPWS Preferred Path over SR-TE Policy
55	Specification Router to support GRE tunnels (RFC 2784) or equivalent for creating tunnel on IP

Note	<p>i. NEBS Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to NEBS and meets all standard and specification of NEBS.</p> <p>ii. The Router/Router (OS)/Series/Family should be tested and certified for EAL2/NDPP (or above) under common criteria programme for security related functions or under Indian common criteria certification scheme (IC3S) by STQC, DEIT, Government of India.</p>
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8.2.3 Power Supply Requirement:

Should have power supply arrangement as given below without any external adaptors with redundant power supply:

Type-I & II	-48 V DC supply (with the operating range of -40 to -72 VDC).
Type-III	<p>(i) AC power supply 100 to 240 V AC with 50 to 60 Hz or ii) -48 V DC supply (with the operating range of -40 to -72 VDC)</p> <p>Note: AC or DC type bifurcation will be provided to the successful bidder at the time of placing of PO.</p>

8.3 Router Optics

8.3.1 QSFP – 100G LR4

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Optics Should support upto 10 km optical distance on single mode fiber
3	Connector type Dual LC
4	Signaling rate, each channel 25.78125 GBd +/-100 ppm
5	Standards compliance (Ethernet/OTN Standard, for e.g. 100GBASE-LR4) IEEE 802.3ba-2010
6	Operating Temperature (range) 0° C to 65° C
7	Transmitter output power, each lane (minimum, maximum) -4.3 dBm,4.5 dBm
8	Cable type SMF
9	Receiver input power, each lane (minimum, maximum)
10	<p>Transmitter wavelengths (range): 1294.53nm ~ 1296.59 nm 1299.02nm ~1301.09 nm 1303.54nm ~ 1305.63 nm 1308.09nm ~ 1310.19 nm</p>
11	<p>Should support below Digital Diagnostic Monitoring features: Transceiver temperature Laser bias current(4-Channel) Transmitted optical power (4-Channel)</p>

	Received optical power (4-Channel) Transceiver supply voltage Power consumption < 3.5W
12	Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
13	Product must be IEC 60825(Laser Safety) and IEC 60950(Electrical Safety) certified by CSA or equivalent
14	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.

8.3.2 QSFP+ 40G ER4

S N	Parameter	Value
1	Module Form Factor	QSFP+
2	Aggregate Data Rate	40 Gb/s
3	Link Length Supported	40 Km.
4	Protocols Supported	Typical applications include OTN OTU3, 40G Ethernet, Infiniband, Fibre Channel,
5	Fiber type	Dual Fibre, Duplex LC Connector
6	Operating temperature range	0°C to 65°C
7	Power consumption	< 3.5W
8	Average Launch Power	- -2.7 dBm to 4.5 dBm
9	Receiver Sensitivity	- 19 dBm or better
10	Should have RoHS-6 Compliant	
11	Should have XLPPI Electrical Interface	
12	Built in Digital Diagnostic Function	
13	Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.	
14	Product must be IEC 60825(Laser Safety) and IEC 60950(Electrical Safety) certified by CSA or equivalent	
15	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.	

8.3.3 SFP 10G LR

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 10 km optical distance on single fiber.
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode fiber.

5	Average Launch Power : -4dBm to -1dBm Receiver Sensitivity: -14dBm or better
6	Should support DDMI feature. Option should be available for both SFP+ and XFP
7	Operating Temperature of the SFP Should be minimum 0 to 65 °C
8	Should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
9	Product must be IEC 60825(Laser Safety) and IEC 60950(Electrical Safety) certified by CSA or equivalent

8.3.4 SFP - 10G-SR

SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 300 Meter optical distance on dual fiber
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on Multimode mode module fiber.
5	Should support DDMI feature. Option should be available for both SFP+
6	Should should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

8.4 Racks with in-built power supply system

8.4.1 Rack 30U

S. No.	Features/ Specification
	Generic Requirements
1.	This document contains the generic requirement of SMPS based 48V DC power system (DCPS) having modular rectifier modules. IP55 outdoor fan cooled cabinet equipped with DC power system and Li-ion battery. Cabinet inside space should be 30U ~ 32U, out of which 24U space is reserved for customer equipment and balance space is for DCPS & Li-ion battery.
2.	DCPS shall be designed with 1-phase AC input. Ultimate system capacity shall be 50A @48Vdc (including N+1 redundancy).

S. No.	Features/ Specification
3.	Lithium Ion battery rating should be 40AH. It should have 19” mounting in the rack.
4.	Fan on/off in outdoor cabinet should be based upon cabinet inside temperature. On / Off setting should be settable through DCPS controller.
5.	A single controller module without any manual intervention shall centrally control all rectifier modules of the DCPS. The controller module shall be modular and hot-pluggable. The system modules shall continue to operate and deliver output even if the controller module fails or stops communication with the rectifier(s).
6.	The system shall have provision of auto load sharing between installed modules. The sharing shall be within $\pm 10\%$ of average current per rectifier module in the unit
7.	The chassis shall be manufactured from GI Sheet of minimum 1.2mm. Structure of cabinet should have enough strength to hold the weight of DCPS components and battery. The finished chassis shall be powder coated.
8.	All cables used for internal wiring shall be of Heat Resistant Flame Retardant (HRFR) Type. All cables shall be PVC insulated cables.
<u>System Characteristics</u>	
9.	<u>Input Specification.</u>
a)	Input source:- AC supply 1 ph. 3 wire Nominal Voltage (L-N) 230V \pm 30% , 45Hz to 55Hz
b)	<p>Surge protection:-</p> <p>It should be mounted inside the DCPS</p> <p>Class C surge protection device</p> <p>Specifications of the device is given as below:-</p> <ul style="list-style-type: none"> • Device should be compatible for 3phase 4 wire system • Nominal discharge current (8/20 μS) (I_n) = 20KA • Maximum discharge current (8/20 μS) (I_{max}) = 40KA • Voltage protection level $\leq 1.5KV(L-N)$ & $\leq 1.5KV(N-PE)$ • Operating status/Fault indication – Green / red • Alarm contact <p>Standard IEC 61643</p> <p>SPD must have been tested and certified by any of the IEC EE-CB / KEMA/</p>

S. No.	Features/ Specification
	VDE/ UL approved laboratory.
10.	<u>Output Specification. (DC Output).</u>
a)	Nominal system voltage - 48V
b)	Operating voltage range - 42 - 58 V
c)	Default Voltage - 53.5V
d)	Output ultimate capacity – 50A
	<u>Alarms indication</u>
11.	Following Visual alarms shall be available on controller LCDs :-
a)	<p><u>Alarm</u></p> <ul style="list-style-type: none"> i) Output Voltage High (High > 56V, should be settable) ii) Rectifier fail iii) Mains fail iv) System Over Load v) Mains “ON” battery Discharge vi) Low Battery Voltage (Low < 46V) vii) Battery Low voltage disconnect viii) SPD Fail <p>Following potential free contacts are required:-</p> <ul style="list-style-type: none"> 1. Mains fail 2. Low Battery voltage 3. Rectifier fail
b)	<p><u>Digital Meters/ Display Units.</u> There shall be provision to monitor the following parameters through digital meters or digital display units:-</p> <ul style="list-style-type: none"> i) Input AC Voltage ii) Output DC Voltage iii) Output DC load Current iv) Battery Current v) Mains Run Hrs vi) Battery Run Hrs vii) Rectifier Energy viii) Battery Energy ix) Load Energy
	<u>System Controller Features.</u>

S. No.	Features/ Specification	
12.	Microcontroller based DCPS controller with coloured touch display.	
13.	Controller should have dual dc input supply, one from rectifier common output bus & other from battery connected to the same system	
14.	Integrated PLC (Programmable Logic Controller) functions to enhance flexibility in making logics	
15.	Remote and local SW and configuration update.	
16.	Easy maintenance by pluggable architecture and MicroSD card slot provision to enable automatic backup	
17.	Local Monitoring with LAN / WEB browser with configurable access rights, login control and user profiles.	
18.	Remote Monitoring via Ethernet port over TCP IP Modbus protocol and additionally controller should have provision for SNMP V1,V2 & V3, Syslog, RS232, RS485 , IPV4/IPV6, MQTT via LAN.	
19.	The Controller of SMPS have wide range of battery charging current limit and suitable for both Li-ion battery and VRLA battery charging.	
20.	Controller should support minimum USB/Ethernet for PC interface for programming/reconfiguration of the parameters through laptop.	
21.	The controller of SMPS can store last 10,000 events (minimum) including major alarms etc. The same shall be downloaded in excel format.	
22.	The controller should be able to log min./max/avg. values of parameters like DC voltage, DC load current, Battery current, AC input voltage etc. It should be able to log various run hrs & energy counters.	
23.	DCPS manufacturing facility certification requirement	ISO 9001, ISO14001, OHSAS 45001, TL9000

8.4.2 Rack 15U

S. No.	Features/ Specification
	Generic Requirements

S. No.	Features/ Specification
1.	<p>This document contains the generic requirement of SMPS based 48V DC power system (DCPS) having modular rectifier modules.</p> <p>IP20 Indoor cabinet equipped with DC power system and Li-ion battery.</p> <p>Cabinet inside space should be 15U. Out of 15U, 7U space is reserved for customer equipment and balance space is for DCPS & Li-ion battery.</p>
2.	<p>Cabinet should be wall mount and should have sufficient strength to carry DCPS, 1no. of Li-ion battery (capacity given) and approx. 20KG of customer equipment.</p>
3.	<p>DCPS shall be designed with 1-phase AC input. Ultimate system capacity shall be 1700W @48Vdc (including N+1 redundancy).</p>
4.	<p>Lithium Ion battery rating should be 20AH. It should have 19" mounting in the rack.</p>
5.	<p>A single controller module without any manual intervention shall centrally control all rectifier modules of the DCPS. The controller module shall be modular and hot-pluggable. The system modules shall continue to operate and deliver output even if the controller module fails or stops communication with the rectifier(s).</p>
6.	<p>The system shall have provision of auto load sharing between installed modules. The sharing shall be within $\pm 10\%$ of average current per rectifier module in the unit</p>
7.	<p>The chassis shall be manufactured from GI Sheet of minimum 1.2mm. Structure of cabinet should have enough strength to hold the weight of DCPS components and battery. The finished chassis shall be powder coated.</p>
8.	<p>All cables used for internal wiring shall be of Heat Resistant Flame Retardant (HRFR) Type. All cables shall be PVC insulated cables.</p>
<u>System Characteristics</u>	
9.	<u>Input Specification.</u>
c)	<p>Input source:- AC supply 1 ph. 3 wire</p> <p>Nominal Voltage (L-N) 230V\pm 30% , 45Hz to 55Hz</p>
d)	<p>Surge protection:-</p> <p>It should be mounted inside the DCPS</p> <p>Class C surge protection device</p> <p>Specifications of the device is given as below:-</p> <ul style="list-style-type: none"> • Device should be compatible for 3phase 4 wire system • Nominal discharge current (8/20 μS) (I_n) = 20KA

S. No.	Features/ Specification
	<ul style="list-style-type: none"> • Maximum discharge current (8/20 μS) (I_{max}) = 40KA • Voltage protection level $\leq 1.5KV(L-N)$ & $\leq 1.5KV(N-PE)$ • Operating status/Fault indication – Green / red • Alarm contact <p>Standard IEC 61643</p> <p>SPD must have been tested and certified by any of the IEC EE-CB / KEMA/ VDE/ UL approved laboratory.</p>
10.	<u>Output Specification. (DC Output).</u>
e)	Nominal system voltage - 48V
f)	Operating voltage range - 42 - 58 V
g)	Default Voltage - 53.5V
h)	Output ultimate capacity – 1700W
	<u>Alarms indication</u>
11.	Following Visual alarms shall be available on controller LCDs :-
c)	<p><u>Alarm</u></p> <ul style="list-style-type: none"> ix) Output Voltage High (High > 56V, should be settable) x) Rectifier fail xi) Mains fail xii) System Over Load xiii) Mains “ON” battery Discharge xiv) Low Battery Voltage (Low < 46V) xv) Battery Low voltage disconnect xvi) SPD Fail <p>Following potential free contacts are required:-</p> <ul style="list-style-type: none"> 4. Mains fail 5. Low Battery voltage 6. Rectifier fail
d)	<p><u>Digital Meters/ Display Units.</u> There shall be provision to monitor the following parameters through digital meters or digital display units:-</p> <ul style="list-style-type: none"> x) Input AC Voltage xi) Output DC Voltage xii) Output DC load Current xiii) Battery Current

S. No.	Features/ Specification	
	xiv) Mains Run Hrs xv) Battery Run Hrs xvi) Rectifier Energy xvii) Battery Energy xviii) Load Energy	
	<u>System Controller Features.</u>	
12.	Microcontroller based DCPS controller with coloured touch display.	
13.	Controller should have dual dc input supply, one from rectifier common output bus & other from battery connected to the same system	
14.	Integrated PLC (Programmable Logic Controller) functions to enhance flexibility in making logics	
15.	Remote and local SW and configuration update.	
16.	Easy maintenance by pluggable architecture and MicroSD card slot provision to enable automatic backup	
17.	Local Monitoring with LAN / WEB browser with configurable access rights, login control and user profiles.	
18.	Remote Monitoring via Ethernet port over TCP IP Modbus protocol and additionally controller should have provision for SNMP V1,V2 & V3, Syslog, RS232, RS485 , IPV4/IPV6, MQTT via LAN.	
19.	The Controller of SMPS have wide range of battery charging current limit and suitable for both Li-ion battery and VRLA battery charging.	
20.	Controller should support minimum USB/Ethernet for PC interface for programming/reconfiguration of the parameters through laptop.	
21.	The controller of SMPS can store last 10,000 events (minimum) including major alarms etc. The same shall be downloaded in excel format.	
22.	The controller should be able to log min./max/avg. values of parameters like DC voltage, DC load current, Battery current, AC input voltage etc. It should be able to log various run hrs & energy counters.	
23.	DCPS manufacturing facility certification requirement	ISO 9001, ISO14001, OHSAS 45001, TL9000

8.4.3 SNMP based remote monitoring system

Bidder has to offer Monitoring system (hardware & software) as a bundled solution along with the Racks with in-built power supply system for monitoring of parameters of the rack such as

- Mains Voltage
- Battery Temperature
- DC Output Voltage
- Load Current
- Battery Current

Further, the monitoring system should also monitor following alarms of the rack system:

- Mains Fail
- Rectifier Fail
- DC Voltage Low
- Battery Low Voltage Detection

Note: Bidder to offer same OEM racks for 30U and 15U Rack with Integrated Power Supply System.

8.5 Rack 42U for Telecom Equipments

SN	Item	Description
1	Dimension	42U (Height) x 600mm (Width) x 600 mm (Depth)
2	Side panels	To be provided across whole height of the rack should be openable with latching arrangement at top and bottom.
3	Front door	Rack should have front door tough and transparent glass fitted on MS/CRCA sheet on sides with Lock and key.
i.	Rear side	Shall be perforated for appropriate level as per industry standard.
ii.	Top & Bottom	Rack top and bottom should be MS/CRCA steel made with cable entry provision with glands at both side.
iii.	Fan module	Compact fan module of 90 CFM working on 48V DC power supply 4 Nos. properly fitted at top of rack.
iv.	Earthing Provision	Rack Should have earthing provisions.
v.	Cable manager	2nos. horizontal and 2nos. vertical cable manager with cable loops to be provided with each rack.
vi.	Power Distribution Unit (PDU)	PDU should be an arrangement for providing 6 MCBs and 1 no. 16 Amp single pole MCB & 1 no. 32 Amp double pole MCB should be provided MCB should be branded make complying IS/IEC 60898-1 standard
vii.	Material used	CRCA/MS with Thickness varying from 1.6 Mm to 2.0 mm
viii.		The rack should be fitted with one modem tray 19”
ix.		The earthing kit consisting of copper bus bar with dimensions 20 inch length, 1.0 inch breadth & 5mm thickness (min.) having 12 holes and 3 brass nut bolts and washers for fixing of earthing cables shall be fixed near the bottom of the rack
x.		The good quality powder coating light grey in colour shall be used for painting of the rack
xi.		The rack should be fitted with dual source power supply distribution board.
xii.		“RailTel Logo along with Year” in bold and easily recognizable fonts should be written at the front top of the rack preferably in black or blue color.
xiii.		OEM should have a valid ISO 9001 certification on the date of opening of bid.
xiv.		Rack should also comply with EIA 310/DIN 41494 standards.

8.6 Battery-48V-300AH & 230V/48V DC SMPS Charger

The technical specification of SMPS based power plant battery charger 48V/150 AMP Ultimate Capacity
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with 25 AMP (3+1) configuration, Single Phase with two battery paths for VRLA maintenance free batteries for telecom use should generally conforming to TEC spec No. BSNL/Specification/SMP-001/01/March 2014 with latest Amdt. Or RDSO Specification No. RDSO/SPN/TL/23/99 (Ver 4) or Latest.

The technical specification of 48V/300 AH VRLA maintenance free battery set comprising of 2Vx24 cells 300 AH capacity each should generally conform to TEC spec. No. TEC/GR/TX/BAT-001/04 June 2011 with latest Amdt. Or RDSO specification No. IRS: S-93/96 (A) with Amdt.-1 or Latest.

8.7 FDMS 12/24F (1U) (SC-APC Type)

As per TEC GR NO. GR/FDM-01/02 April 2007 with Amendment No. 1 dated 02.05.2012 or latest.

8.8 24F Joint Closure

The Joint Enclosure for SOR -18 should be confirming to TEC no. TEC/ GR/TX/OJC -002/03/ APR-2010 or latest with all amendments.

8.9 HDPE Duct

As per TEC GR No. GR/TX/CDS-008/03/March 11 with latest amendment.

8.10 ADSS OFC-24F

As per TSEC Specification No TEC/GR/TX-OFC-022/02/MAR-17 with latest amendments.

8.11 Electrical Wire

Supply of PVC insulated 3 core 4 Sq. mm (1.1 KV grade) outdoor strengthened Copper Cable for AC supply distribution (as per BIS/ISI standards) (Cable Type - FRLSZH).

8.12 MCB

MCB should be branded make complying IS/IEC 60898-1 standard.

8.13 Electricity Meter

ISI Certified, 1 Phase, 5-30A, 2 Wire (Copper), 240V, 50Hz, 3200imp/kWh. Class 1.0 High Accuracy.

8.14 GI Pipe 25mm

Supply of GI Pipe (25 mm Dia – 3.2 mm thick) as per IS-1239, Pt-1, medium grade.

8.15 GI Pipe 38mm

Supply of GI Pipe (38 mm Dia – 3.2 mm thick) as per IS-1239, Pt-1, medium grade.

8.16 OFC 12F

It will as per latest specification of TEC/BSNL as mentioned in clause 17.2 of RDSO Specification no. RDSO/SPN/TC/65/2021 version 6 or latest.

8.17 NMS (Network Management System)

The NMS Solution (Hardware & Software) will provide monitoring of IP based devices. Solution will be open, distributed, scalable, and multi-platform and open to third party integration.

Consolidate IT event management activities into a single operations bridge/dashboard that allows NOC operator quickly identify the cause of the IT incident, reduces duplication of effort and decreases the time it takes to rectify IT issues.

Consolidated dashboard of the proposed NMS solution will be the manager of managers window and capable of receiving alerts from multiple monitoring systems including system and network devices.

8.17.1	Consolidated Dashboard
SN	Features
i.	The proposed solution should provide centralized network management including features like Network Fault & Performance Management, Network Configuration Mgmt, Intuitive GUI & Dash-boards, User mgmt with Role Based Access Control. The proposed solution must be able to monitor each and every IP device of the entire network. For effective operations and management of IT, there is a need for an industry- standard network and IT infrastructure management platform
ii.	Tool should provide details of infrastructure health across system, networks, IT infrastructure into a consolidated Centralized GUI
iii.	The tool should provide complete cross-domain visibility of IT infrastructure issues
iv.	The proposed platform should have below modules/features <ul style="list-style-type: none"> • Network Fault Management • Network Performance Management • Discovery & Real-time Network Topology • Network Configuration Management
v.	Tool should allow to create custom dashboard
vi.	The solution must offer relevant remedy tools like ping, telnet, traceroute, SNMP walk.
vii.	The Solution should provide Unified Architectural design offering seamless common functions including but not limited to: Event and Alarm management, discovery of the IT infrastructure.
viii.	Integrate events from all managed devices.
ix.	Automatically relate events for devices, services etc
x.	Offer relevant tools, run books, graphs in context of a selected event
xi.	Correlation rules for administrators
xii.	Tool should provide superior view of infrastructure health across system, networks, IT infrastructure and end-user into a consolidated, central con-sole
xiii.	Tool should allow for customizable dashboard for operators
xiv.	Powerful correlation capabilities to reduce number of actionable events. Topology based and event correlation should be made available.
xv.	Tool should provide support for maintenance windows and scheduled downtimes

xvi.	End-to-end visibility of infrastructure and alerts
xvii.	Tool should be able to highlight Priority of an event.
xviii.	The operator should be able to analyze priority, device service impact by selecting each event and checking the automatically updated Health Top View, device service Impact View etc.
xix.	Tool should allow to browse performance metrics of devices. Tool should allow to compare different performance matrix of a device in GUI.
xx.	Ability to launch in-context to performance graphs or reports.
xxi.	The Event Correlation Engine shall use detailed, comprehensive, and automatically updated discovery and relationship information to analyze alerts and events
xxii.	When many a combination of many events occurs in the monitored environment, the system must be able to identify duplicate alarms. The system needs to provide a single interface to view multiple alarms for devices.

8.17.2**Auto-Discovery**

SN	Features
i.	Proposed solution should have the auto-discovery tool for automated discovery of the devices
ii.	Should be able to collect information from routers, switches, load balancers, storage, servers/workstations, and firewalls.
iii.	Should have the ability to verify inventory data changes with current asset details before permanently updating the system of record.
iv.	Discovery should be automatic and continuous to detect real time changes in the IT infrastructure.
v.	Discovery should work without requiring agent installation (that is, agent-less discovery).
vi.	Should use Industry-standard protocols such as WMI, SNMP, SSH, to perform discovery without requiring the installation of an agent.
vii.	Discovery system should have ability to modify out-of-box discovery scripts.
viii.	Discovery system should have the ability to capture configuration files for the purposes of comparison and change tracking.
ix.	Discovery system should be capable of supporting role-based access.

8.17.3**Reports**

SN	Features
i.	Should provide reporting templates for performance, availability, inventory, operation and configuration of the monitored IT devices
ii.	Should provide reports that can prove devices resource consumption.
iii.	Reports should be accessible via web browser
iv.	Reports can be scheduled to publish automatically or they can be produced on demand

v.	Reports can be applied to all systems, to a group of systems, to a customer group of systems, or to a single system.
vi.	Reports can be published in HTML, PDF, Microsoft Word, and Microsoft Excel formats.
vii.	Should be possible to send reports via email from the GUI.
viii.	Automated report generation and publishing
ix.	Reports can be scheduled to publish automatically
x.	Reports should be available in excel, PDF formats.
xi.	Tool should be able to deliver comprehensive, long-term, and customizable cross-domain reporting.
xii.	Tool should support long-term data retention
xiii.	Tool should provide predefined drill down reports
xiv.	Tool should provide reports from both Network devices and Servers/workstation from the same console.
xv.	Tool should allow to configure downtime for monitored devices and view the configured downtime in the reports
xvi.	Should be able to schedule key reports for automated delivery and Distribute reports by email in Excel and pdf formats.
xvii.	The proposed solution must provide drill down based Health Monitoring reports of the network with periodicity e.g. @24 Hrs., 1 week, 1 month etc.
xviii.	Tool should allow to configure downtime for devices and view the configured downtime in the reports
8.17.4	Network Automation
SN	Features
i.	Should be able to generate a graphical representation of your network. Identify which devices are inactive or out of compliance. Detecting non-compliance, issuing alerts. The ability to compare configurations is in- valuable; system changes must be logged.
ii.	Manage network compliance by comparing devices to defined, best- practice standards. Speed audit processes with network compliance reports. Validate device operating states in real time to stay in compliance.
iii.	Detect configuration and asset information changes made across a multi-vendor device network and also support configuration deployment/rollback and configuration templates.
iv.	Intelligent Network Device Configuration Management to in control of your network infrastructure by Effortlessly performing backups, compare configurations, and ensure compliance with regulatory standards. It should allow to perform configuration backup of routers ,switches, comparison of configuration across devices, line-by-line comparison, in-line comparison. It should allows to define playbooks for configuration. Perform configuration on single device as well as host group.
v.	Manage dual-stack and pure IPv6 environments. Manage SNMPv3 configurations and communicate over SNMPv3.

vi.	In real time, store a complete audit trail of configuration changes, (hardware, and software,) made to network devices, including critical change information.
vii.	Configure granular, customizable user roles to control permissions on device views, device actions, and system actions. Support common authentication systems like Active Directory and LDAP etc.
viii.	Manage device access and authorization through a centralized control model that is integrated with your standard workflow and approval processes.
ix.	Automate routine configuration tasks for updates, such as password or community string changes, configuration upload and download, compare configs, bulk configurations, config backup.
x.	Deploy and monitor network operating system images from a centralized network management system. Create a repository, and synchronize all device software images across your enterprise network.
xii.	The system must support heavily NAT environment and environments where network devices may have the same IP address.
xiii.	Scalability – The network configuration management solution should be highly scalable with microservices based architecture.
8.17.5	Network Fault Management
SN	Features
i.	The topology of the entire Network should be available in a single map
ii.	The proposed solution must provide the complete view of the Topology and network elements. The NMS shall have the ability to include the network elements and the links in the visual/graphical map of the department.
iii.	The visual maps shall display the elements in different color depending upon the status of the element. Should have automated network topology and host Discovery without manual mapping of network, empowering with real-time visibility into network infrastructure with up-to-date network insights.
iv.	The topology should provide details of neighbors , neighbor IP, neighbor interface, statistics, device kpi on the screen, device vendor, model. The topology should show Traffic utilization, interface status & details on hovering the mouse over the link/interface.
v.	The topology should be able to download in pdf, png, svg format. It should allow to create custom topology, show label and legends. Custom topology should also have bulk upload feature.
vi.	The topology view should have device name & ip search feature and the device/ip should be highlighted upon search.
vii.	Should use Industry-standard protocols such as WMI, SNMP, SSH, netconf, to perform discovery without requiring the installation of an agent.

viii.	The solution should allow for discovery to be run on a continuous basis which tracks dynamic changes near real-time; in order to keep the topology always up to date. This discovery should run at a low overhead, incrementally discovering devices and interfaces.
ix.	The NMS should provide very powerful event correlation engine and thus must filter, correlate & process, the events that are created daily from network devices. It should assist in root cause determination and help prevent flooding of non-relevant console messages.
x.	Polling intervals should be configurable on a need basis to ensure that key systems are monitored as frequently as necessary.
xi.	The topology of the entire Network should be available in a single map along with a Network state poller with aggressive/customizable polling intervals.
xii.	The NMS application should provide a Unified Fault, Availability and Performance function from a single station only to reduce network and device loads with unified fault & performance polling.
xiii.	The NMS performance system must provide predefined and highly customizable reporting across the network domain.
xiv.	The Network performance operator console should provide operators with seamless transitions from fault data to performance reports and back. For example - select a node in NMS fault mgmt system and cross launch it for historical and near real time data.
xv.	Should have MIB browsing and MIB loading features.
xvi.	NMS should be cloud ready should have Root Cause Analysis capability
xvii.	NMS should have Global Management capability, where in it can work in distributed environment.
xviii.	NMS should support local HA with redundant hardware.
xix	NMS should have support for SNMPv3 & IPv6, including dual-stack IPv4 & IPv6 to provide flexibility in protocol strategy and implementation.
xx.	It should be able to correlate multiple occurrences of a specific alarm on a device such as suppressing duplicate alarms for same issues, scheduled maintenance. For example: Circuit down 20 times in last 24 hour, bandwidth thresholds exceeded 30 times in last month, etc.
xxi.	The system should support a variety of discovery protocols. The system should take advantage of available information to aid in discovery of the network. Protocols should include ARP, DNS, SNMP, BGP, EIGRP, OSPF, CDP (Cisco), EDP (Extreme) and LLDP (link-level discovery protocol).
xxii.	Support for discovering and monitoring router redundancy groups using HSRP (Hot Standby Router Protocol) / VRRP (Virtual Router Redundancy Protocol) & recognizing situations that can result in multi-path conditions.
xxiii.	Support for port aggregation protocols like LACP (Link Aggregation Control Protocol) including visual map-based views & automatic impact assessment based on the relationships between physical and virtual links.

xxiv.	Scalability – Network Management Tool should be highly scalable with microservices based architecture.
xxv.	Instant drill down reports based upon different time durations like hourly/weekly/monthly/yearly historical reports,
xxvi.	The NMS should have very powerful event correlation engine and help prevent flooding of non-relevant console messages.
xxvii.	The NMS should have very powerful event correlation engine and help prevent flooding of non-relevant console messages.
xxviii.	The proposed solution must keep historical data for minimum 3 months.
xxix.	The proposed solution must allow the operator to perform all the activities such as drill down Reports, Discovery, Topology, Scheduler etc. It shall also allow to define scheduled report for availability, uptime etc..
xxx.	The Solution shall be distributed, scalable, and multi-platform and open to third party integration via open standards/REST API. The solution should seamlessly monitor switches, routers, servers, firewalls, cameras, databases, dockers via IP/SNMP.
8.17.6	Network Performance Management
SN	Features
i.	Should establish the status of network devices and interfaces with unified status calculation and visualization of network fault & performance data.
ii.	Should enable contextual navigation between reports and rich interactive report configuration capabilities.
iii.	Network Performance reporting tool must provide the following capabilities:
iv.	Data collection and thresholding of network device ports Bytes In, Bytes Out, Discards, Errors, Network Delay
v.	Data collection and threshold setting of network devices: CPU, Memory, Buffers, Component statistics
vi.	A variety of reports summarizing the data including: Home page summary/trend summary, Calendar, Headline, Dashboard, Managed inventory report, Top ten, Most changed/occurring events
vii.	Should honour network fault management tools' secure grouping and multi-tenancy settings Secure reports by group Secure reports by tenant
viii.	Should be able to schedule key reports for automated delivery Distribute reports by email in HTML, Excel or pdf formats.
ix.	System should be highly scalable without any architectural changes. System scalability up to 1000 Devices/25000 performance polled interfaces and Store data for up to 03 months.

Note:- 1. Bidder is required to quote 600 licenses to monitor Type-I, II & III Routers as mentioned in the tender SOR and existing Network devices.

2. Bidder is required to offer hardware in HA for the nos. of devices as mentioned under clause 8.17.6 (ix).

----XXXXXXXXXXXX---

Chapter-9
CHECK LIST (To be filled up & uploaded)

List of Documents to be Submitted with Technical Bid

SN	Have you submitted the following documents	Submitted /complied or Not	Page No./ref No. of Offer
1.	Cost of Tender Document (as per OPEN E-TENDER NOTICE, Page no. 2 of Tender) - to be submitted online through ENIVIDA portal only		
2.	Submission of Earnest Money Deposit (EMD) as mentioned in Offer Letter (Chapter-1) - to be submitted online through ENIVIDA portal only OR Submission of Bank Guarantee (BG) of same amount on E-Nivida portal as per Form No. 15 of Chapter-6.		
3.	Offer Letter as per Chapter-1 (Section-I)		
4.	Schedule of Requirements (SORs) with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) to be submitted along with the Technical Bid as per Point-14 under SOR, Chapter-2.		
5.	Breakup of individual itemized BOM but prices blanked out (as per Format given in SOR) as per Point-14 under SOR, Chapter-2.		
6.	Legal Entity - Constitution of Firm and Power of Attorney as per clause 4.A.14.1 of Chapter-4.		
7.	Technical and Financial Capability of Bidder - as per eligibility Clause no. 4.A.14.1 of Chapter-4.		
8.	Eligibility Criteria Requirements for OEM's - as per eligibility Clause no. 4.A.14.1 of Chapter-4		
9.	Compliance to Technical Requirements as mentioned in Clause 3.A.1.15 of Chapter-3 of Section-I.		
10.	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.		
11.	Form no. 2 (Chapter-6) - System Performance Guarantee as per Chapter 6, Form no. 2 (Section-I)– to be signed by the Bidder as well as OEM.		
12.	Form no. 3 (Chapter-6) - Long Term Maintenance Support- to be signed by the Bidder as well as OEM.		
13.	Form no. 4 (Chapter-6) – Affidavit – to be submitted by the bidder as per Clause no. 4.A.13.3.3.		
14.	Form no. 5 (Chapter-6) - Integrity Pact - to be submitted by the bidder as per Clause no. 4.A.44. For Consortium, this agreement must be signed by all partners or consortium members.		

15.	Form no. 6 (Chapter-6) - NIL Deviation certificate – to be signed by the Bidder as per Clause no. 4.A.26.		
16.	Form no. 7 (Chapter-6) – OEM’s Undertaking on Letter Head		
17.	Form no. 8 (Chapter-6) - Bidder Undertaking on Letter Head		
18.	Form no. 9 (Chapter-6) - Certificate by Statutory Auditor/Cost Auditor on their letter head (with UDIN number) as per Clause 4.A.45 of Tender document.		
19.	Form no. 10 (Chapter-6) – Annexure Affidavit by EACH Consortium/JV Member		
20.	Form no. 11 (Chapter-6) – JV Agreement / MOA Enclosure – Board resolution of each of the Joint Venture Members authorizing: (i) Execution of the Joint Venture Agreement, and (ii) Appointing the authorized signatory for such purpose		
21.	Form no. 12 (Chapter-6) – Consortium Agreement / MOA		
22.	Form no. 13 (Chapter-6) – Past Experience Form		
23.	Any other information required to be submitted by the bidder as per technical and eligibility criteria.		
24.	Relaxation to Start-ups as per Eligibility clause 4.A.14 of Chapter-4 (Section-I).		
25.	OEM Vetted BOM as per as per Point-6 under SOR, Chapter-2.		
26.	Project Implementation Plan as per Clause 4.A.4 of Tender document.		

List of Documents to be Submitted with Financial Bid

SN	Have you submitted the following documents	Submitted /complied or Not	Page No./ref No. of Offer
1.	Schedule of Requirements with quantities and priced filled up (this will be a replica of technical bid with prices).		
2.	Breakup of individual itemized BOM (as per Format given in SOR) of Chapter-2.		
3.	Unit Price Breakup of all Type of Charger along with Unit Price Breakup of Batteries to be Given.		
4.	Any other information required to be submitted by the tenderer as per financial eligibility criteria.		

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF Bidder as per Clause 4.A.14 of Chapter-4 (Section-I)

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF OEM as per Clause 4.A.14 of Chapter-4 (Section-I):

SN	Clause	Supporting documents	Details/Remarks	Page no of the Bid
1				
2				
3				

Note: Non submission/ non-compliance of above documents as deliberated in Check List will make the offer liable to be **REJECTED**.

-----End of Tender document-----