

## **RailTel's Bid Specific Additional Terms & Conditions**

### **Information to Bidder for the “Supply, installation and maintenance of various items of Railnet equipment’s executed under the work of Upgradation of Railnet**

**Ref: GeM Bid No. [GEM/2023/B/3600186](#)**

The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on the website [www.railtelindia.com](http://www.railtelindia.com)*

#### **1. Introduction and Scope of Work**

Supply and installation of Server, Switches, Router, PRI Gateway, Asterisk Server, UPS, IPDR System, Support for NMS, pfSense, installation of DNS server at Railways Division and Zones and Operational maintenance support for Existing Railnet upgradation devices at various locations of Railways and RailTel based on methodology define in scope of work clause 1.2 B.

##### **1.1 Schedule of requirements**

<b>SOR</b>	<b>Item Description</b>	<b>Unit</b>	<b>Qty</b>
1	Supply and Installation of Servers installed with latest version of pfSense	No.	41
2	Supply and Installation of LSR MPLS router to be used in Railnet with 4x10G interface.	No.	18
3	Upgrading the pfSense and reconfiguration of the same for IPv4 and IPv6, DNS and IDS/IPS at divisional/zonal HQ from central NOC with RailTel/Railways providing remote access of the server from central NOC.	No.	99
4	Setting up DNS servers in each of the zonal Railway on existing servers.	No,	22
	Supply and Installation of PRI gateway	No.	25
6	Support of Asterisk Server	No.	4
7	Supply and Installation of UPS 5 KVA with 30 minutes backup	No.	96
8	Supply and Installation of Switches 48x1G Ports and 4x10G SFP ports	No.	25

9	NMS Support	Lot	1
10	PfSense Support	Lot	1
11	Creating of logging of IPDR System in the central Syslog server	Lot	1
12	Supply and Installation of high-end servers for gateways at 4 locations.	No.	8
13	L1 Engineers (for 3years) 3 personnel per RNO 4 personnel in CNO	No.	16
14	L2 Engineer (for 3 years) 1 personnel in CNO	No.	2

<b>Note</b>	
I	Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc.. The materials Services as per SOR are required to be delivered at site PAN India basis and same will be communicated at the time of issue of PO/Sub PO. The technical specifications of the hardware required and Skillset, Roles and responsibilities for Manpower are mentioned in Annexure-I & Annexure-II.
II	Bidder to give the detailed Bill of Material including break up of cost.
III	Tenderer shall attach Unit Rate Analysis of all the items of the Schedule of Requirement (SOR). The quoted Unit Rates should correspond to the referred Rate Analysis.
IV	Cost of any license fee required to be paid for hardware & software shall be included in the rate quoted by the tenderer. License security patches/updates of any software shall be ensured for the full duration of warranty.
V	Noncompliance of following may lead to summarily rejection of Bidders bid: i. Tender Cost and EMD if applicable ii. If any Price Bid/Priced BOM submitted along with Technical Bid.
VI	Evaluation of bids will be done based on Total cost (inclusive of taxes) of SOR. After completion of evaluation process, LOA/Purchase Orders will be issued in favour of the selected bidder.
VII	Bidder should support the existing infrastructure and services through the implementation of SOR Items mentioned above, ensuring uninterrupted service operations.

## 1.2 Existing Infrastructure & Scope of Work for Bidder

Bidder should support the existing infrastructure and services through the implementation of SOR Items mentioned above, ensuring uninterrupted service operations.

### A. Existing Infrastructure:

SOR	Items Description	Make & Model	UOM	Qty
1	Central SIP Server (CUCM)	Cisco CUCM	Nos	2
2	SIP Gateway	Cisco 2911 + SIP Licenses	Nos	99
3	Switch 24 Port Layer-3 Gigabit with 2x10G SFP	Juniper EX4550	Nos	8
4	Router at Zones	ACX2200-AC	Nos	44
5	Firewall at Zones including support of PF sense Software.	Dell Poweredge R 630	Nos	44
6	Router at Divisions	ACX1100-AC	Nos	147
7	Firewall at Divisions including support of PF sense Software.	Dell Poweredge R 630	Nos	147
8	48 Port Gigabit Layer-3 POE Switch.	EX 3300-48P	Nos	191
9	Storage Server 23TB & Syslog	Dell Powered R730xd	Nos	3
10	Internet Gateway (Software Proxy)	Software- Content Keeper License	Nos	6
11	Internet Gateway (Hardware Proxy server)	Dell Poweredge R 630	Nos	6
12	Internet Gateway (CGNAT)	<b>A10 Thunder 530 ADC &amp; CGN</b>	Nos	6
13	NMS and Servers Hardware	Dell Poweredge R630	Nos	12
14	Proxy Server Hardware at Zones.	Dell Poweredge R330 +	Nos	44
15	Supply of Proxy Server software at Zones.	<b>Software-</b> Content Keeper License	Nos	44
16	Miscellaneous items like SFPs, Patch cord, Cable and etc	Syrotech SFP 1G and SFP+ of 10Km	Lot	1
17	UPS 5 KVA w/o battery	Eton UPS 5 KVA	Nos	96
18	Battery for 5KVA UPS	Exide	Nos	96

### B. Scope of Work for Bidder

1. The servers mentioned above are working as of now and Bidder shall provide the maintenance support on best effort basis and by using the 41 servers as spare for managing these servers for Railways for the next 3 years. pfSense firewall is being used at all the zonal and divisional HQ on Servers. The software is to be upgraded to the latest version and firewall rules shall be finalised in consultation with Railways. Each of these firewalls will filter both IPv6 and IPv4 traffic. It shall provide NAT services as well along with the logging of IPDR in the central Syslog server. It is proposed that IPS/IDS services be also enabled in these firewalls for security purpose and central logging for the same be done. Railways/Railtel will enable remote access of the servers for the bidder to provide maintenance support. In case of events when the server is not remotely accessible, Railways/Railtel will bring the server to the NOC location, where the bidder is providing the services from, with no additional cost to the bidder.
2. Proxy Servers is being used at all the zonal as a URL filtering Solution, As this functionality has now been merged into the DNS services, it is proposed that the servers that were being used for proxy are reconfigured for secure DNS services which shall be used for the purpose of blocking malicious/phishing domains as well. The firewalls working in each zone shall be configured to work as a caching DNS server. Each zone will be provided with two DNS servers. Each of these DNS servers will provide mechanism for blocking domains that are malicious. It shall also provide the user with the facility to block any custom domain. The zonal and the divisional firewalls shall be configured to allow DNS only through its own servers. All the other public DNS servers shall be blocked by the firewall. Currently the servers being used for proxy shall now be used as DNS servers and URL filtering will be handled by these DNS servers.
3. 18 new routers will be used in the network as spares in case of any problems in any of the Railnet routers.
4. The Cisco 2911 PRI routers have reached end-of-life as well as end-of-support. Hence, Bidder has to maintain the NGN network for the next 3 years by using New 25 PRI gateways as spare. Further, Asterisk will be installed in parallel to CUCM and the migration of CUCM services to Asterisk will be initiated during the maintenance phase itself and the shifting of NGN services to Asterisk will be done in the first year.
5. Railnet monitoring is being done using Open NMS. This software is to be upgraded to the latest version and shall be deployed in such a way that the individual Railways as well as the Regional NOCs will have their own view of the network and its problems. Professional services for same should be provided.
6. The central logging system shall be setup for logging of the IPDR.
7. For daily maintenance, Bidder shall provide dedicated manpower in the regional NOC as well as central NOC for managing and monitoring Railnet services including security issues. 16x7x5 shifts will be established in the regional NOCs and 24x7x7 shift will be established in the central NOC. Monitoring the network and dealing with the day-to-day problems will be the responsibilities of the regional NOC under the supervision of a RailTel's manager.

8. The Central NOC will have the overall supervision, coordination as well as security monitoring for the Railnet. Maintenance of the software, block list, vendor coordination etc. will be done at the central NOC.
9. RailTel shall put its own ticketing system (HPSM) in service for Railnet issues and shall manage and track issues using HPSM. Dashboards for Railnet network shall be developed using API inputs from HPSM and OpenNMS.
10. It is planned to use pfSense firewall for CGNAT functionality at each zones & divisions. Additional servers is to be deployed at Central Locations to work as firewall and CGNAT at gateways (Delhi, Mumbai, Chennai and Kolkata) using pfSense for serving of non-firewall locations of Railnet. The CGNAT system(pfSense firewall) is to be integrated with centralized logging system for IPDR. The required security policy shall also be implemented at each zones and division including gateway locations.
11. All the firewalls/Router/Switches/Servers/PRI gateways/Asteriks servers should be monitored through NMS.
12. Bidder needs to assess the current infrastructure: Conduct a comprehensive evaluation of our existing infrastructure, including hardware, software, and network configurations. Identify any areas that require immediate attention and propose an effective plan for the necessary upgrades.
13. Bidder needs to document all configurations, changes, and procedures involved in the implementation of all the SOR components. Provide comprehensive knowledge transfer to our in-house team to ensure ongoing support and maintenance.
14. Bidder should support the existing infrastructure of Railnet upgradation mentioned above (clause 1.2 A), in case of any replacement required for the faulty equipments/parts during the maintenance period, the same should be in the scope of the bidder. The replacement of the faulty equipments/parts should be done with the spare available with the RailTel/Railways.

## **General Terms and Conditions**

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 and Manpower required for enabling the support/feature shall be included in the offer. The technical specifications for the required hardware and Skillset, roles and responsibilities for Manpower are mentioned in **Annexure-I & Annexure-II**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted as per Annexure-III.
4. Equipment offered shall have complete data sheets and detailed descriptions on OEM websites.

Bidder shall provide the complete details in their bid.

5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM. Unpriced BOM shall be submitted by bidder in their technical bid and priced BOM in their price bid. The bidder shall also attach a unit Rate analysis of Schedule of Requirement (Cost of each sub-assembly, card, module, License, supervision of I&C charges etc.) in their Price bid. The quoted unit rates should correspond to the referred unit rate. Priced BOM/BOQ submitted with technical bid will be summarily rejected.
6. GSTIN ID of vendor should be provided from where goods and services will be supplied.

**7. Delivery Period, Consignee Address and inspection**

**7.1 Delivery Period:** The supplier will have to supply the material within 90 days from the date of issue of the confirmed PO. If material is not supplied within the approved delivery period, then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum 10% of the contract value will be levied. The material will be delivered to CNOC/RNOC Store/Railnet HQ or Division, it's the bidder's responsibility to dispatch/deliver the materials to the locations decided by RailTel.

**7.2 Consignee Address:**

S. No.	Consignee	ConsigneeAddress	RailTel Region	Items to be delivered
1	AGM/CNOC	RailTel Office, 6th Floor, Block III, Delhi IT Park, Shastri Park, New Delhi-110053	Corporate Office	ALL SOR Items
2	Sr. Mgr/NOC	RailTel Office, 3rd Floor, Microwave Complex, Thomson Road, New Delhi-110002	Northern Region	ALL SOR Items
3	AGM/NOC	RailTel Office, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013	Western Region	ALL SOR Items
4	AGM/NOC	RailTel Office, NKG Building, 1st Floor, 14 Strand Road Kolkata-700001	Eastern Region	ALL SOR Items
4	AGM/NOC	RailTel Office, 2nd Floor, B-Block, Rail Nilayam, Secunderabad - 500025, Telangana.	Southern Region	ALL SOR Items

**Note: Consignee ID and Zip code mentioned in BOQ and consignee details are given in the GeM bid document are indicative and may change at the time of issuance of RailTel PO. Above clause 7 should be considered by the bidder while quoting.**

### **7.3 Inspection:**

**7.3.1** The supplier/manufacturer shall give a call for inspection considering delivery within delivery period when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and the inspection certificate issued.

**7.3.2** The supplier/manufacturer shall submit along with the inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.

**7.3.3** In case material/equipment fails during the inspection, a fresh lot of the same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, the total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to the manufacturer's / supplier's account/cost.

**7.3.4** Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.

**7.3.5** Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

## **8. Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security:**

**Estimated cost of tender:** Estimated cost of the Tender is Rs. 9,84,10,104 /- (Incl. GST).

### **8.1 Earnest Money Deposit (EMD)/ Bid Security:**

All the Bidders are required to deposit EMD amount of Rs. 19,68,300/- as "Earnest Money" through RTGS/Internet Banking.

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

**1.** Offers without complete amount of Earnest Money shall be summarily rejected.

2. Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
3. The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA and submission of PBG against LOA.
4. Bank Details for RTGS/Internet Banking is given below:

Name of Account :	RailTel CO Collection A/C
Name of bank and address.:	Union Bank of India, 21/3-4, Aurobindo Marg, Yusuf Sarai, New Delhi
Account No :	340601010050446
IFSC Code. :	UBIN0534064
5. Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid.

**9. Security Deposit/Performance Bank Guarantee:**

The successful tenderer shall submit security deposit in the form of DD or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 10 % of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 4 months beyond warranty period and claim date validity of one year, 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.
- ii. The security deposit/PBG shall be submitted to the concerned Region.
- iii. 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.
- iv. No interest shall be paid on the amount of Performance Security held by RailTel, at any stage.
- v. The Performance security shall be forfeited and credited to the RCIL account in the event of a breach of contract by the bidder. It shall be refunded to the bidder without interest, after he

duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.

vi. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of “RailTel Corporation of India Ltd” payable at the RailTel concerned region.

**Note: In case value of BG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.**

**10. Eligibility Criteria for OEM (Hardware):**

**10.1 Eligibility Criteria Requirements for OEMs:**

S.N.	Eligibility Criteria Requirements	Documentation required
1	OEM should be a registered in India. In case of imported product also OEM should have a registered office in India to provide after sales service support from India itself.	The certificates/Undertaking for the same will have to be submitted.
2	OEM should be ISO 9001, 14001	Certificates to be submitted
3	The Equipment offered by the OEM or equipment of the same series/family from the same OEM should have received PO or supply record from any Government/PSUs/Govt Telecom Service Providers network in India.	The certificates (PO COPY or work completion certificate) from the actual users will have to be submitted and also submit self-certificate with proper contact detail of end clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).
4	Clause wise technical specs compliance along with all mentioned documents/annexures for all clauses to be submitted along with bid by the bidder (i.e., OEM). Back-to-Back warranty with respective OEMs for both Hardware and Software.	The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
5	OEM should have Service Centre at min 04 locations in major cities in India.	Service centre details along with GST no of each location to be shared along with address and contact no. and person.

6	<p>The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports in the country from where the proposed equipment are planned to be supplied. OEM should have training repair and service centre facilities in India.</p>	<p>The certificates/Undertaking for the same will have to be submitted.</p>
7	<p>The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India.</p> <p>Note – OEMs from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT.</p>	<p>The certificates/Undertaking for the same will have to be submitted.</p>

## 11. Eligibility Criteria for Bidder:

### 11.1 Eligibility Criteria Requirements for Bidders:

SN	Eligibility Criteria Requirements	Supporting Document Required
1)	<p><b>Legal Entity:</b> The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India for the last three years.</p>	<ul style="list-style-type: none"> <li>• Certificate of Incorporation / Registration</li> <li>• Memorandum of Association (MoA)</li> </ul>
2)	<p><b>Financial Capability:</b> The bidder should have received a minimum cumulative turnover of Rs. 14.76 Crs from the operations in the last three financial years plus current year upto the date of opening of tender.</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of</p>	<ul style="list-style-type: none"> <li>• Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant with UDIN No. duly supported by Audited Balance Sheet.</li> </ul>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>Commerce and Industry) a minimum cumulative turnover of Rs. 4.92 Crs is required.</p>	<ul style="list-style-type: none"> <li>For startups, Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.</li> </ul>
3)	<p><b>Technical Capability:</b> The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Three similar works# each costing not less than Rs. 2.95 Crs,</p> <p>or</p> <p>Two similar works# each costing not less than Rs. 3.94 Crs,</p> <p>or</p> <p>One similar work# each costing not less than Rs. 5.90 Crs.</p> <p>For Startups (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# costing not less than Rs. 3.44 Crs.</p> <p>OR</p> <p>Two orders of similar work# costing not less than Rs. 1.97 Crs.</p> <p>OR</p> <p>Three orders of similar work# costing not less than Rs. 1.48 Crs.</p> <p>Note: Completion of work should fall in the above</p>	<ul style="list-style-type: none"> <li>Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</li> </ul> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate with UNIN No. certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or sub-bidder, only the bidder's share, by value, shall be considered to meet this requirement.</p> <p># Similar Work: Projects/AMC/Supply of Telecom Transmission Network / IT / Data Network / Video Conferencing / Broadband Network / Radio Network in Government / PSUs / Telecom Service Providers network / ISP Network / Public listed company.</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>	
4)	<p>The bidder (in case of consortium/JV, all members) including Sub bidders should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.</p>	<ul style="list-style-type: none"> <li>• Self-Declaration by the Bidder on Company's letter head</li> </ul>
5)	<p>The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.</p>	<ul style="list-style-type: none"> <li>• Undertaking to be submitted by the Bidder</li> </ul>
6)	<p>Bidder should have authorization specific to this tender from respective OEM as per Form no. 5 of Chapter-6.</p>	<ul style="list-style-type: none"> <li>• MAF as per Form no. 5 of Chapter-6.</li> </ul>

SN	Eligibility Criteria Requirements	Supporting Document Required
7)	<p>The bidder should have Supply/Provision/AMC of Security, NMS, VOIP, MPLS Routers, Servers, Switches based solutions in Government /PSUs / Telecom Service Providers network / ISP Network / Public listed company during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.</p>	<ul style="list-style-type: none"> <li>• Completion certificates with Satisfactory working of the work completed from the User Organizations is required to be submitted.</li> </ul>
8)	<p>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 alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. 11 of Chapter-6. <b>Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.</b> 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 in-formation, 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 here under nor will it affect any rights of the RailTel thereunder. In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.</p>	<ul style="list-style-type: none"> <li>• Notarized Affidavit as per Form no. 11 of Chapter-6.</li> </ul>

**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 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. 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  $0.3 \times 0.2 \times \text{value}$  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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
13. In case company A is merged with company B, then company B would get the credentials of company A also.

**12. Splitting of Quantity:** Deleted.

**13 Evaluation Criteria:**

- i. The bidder shall quote the equipment prices as per the price format given in the GeM portal.

- ii. Bidder should quote for all the items. The Offers will be evaluated on total cost including taxes.
- iii. The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
- iv. Offers from the tenderers not meeting the eligibility criteria will not be considered. Any optional item/modules, accessories etc. required for meeting the tender criteria may be provided with not extra cost to RailTel, if required.

**14 Variation of Quantities at the Time of Award**

- a. Variation in tendered quantity can be increased or decreased by 25 (Twenty Five per cent) for ordering, if so warranted.
- b. If Variation in Quantity is increased beyond 25% upto 40% than Bidder should provide 2% rebate on price for increased quantity between 125% to 140%. Further variation increased beyond 40% to 50% than Bidder should provide 4% rebate on price for increased quantity between 140% to 150%. On further increase in quantity beyond 50%, than negotiation with bidder for further mutually applicable rebate on price.
- c. The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA/Sub PO/PO as indicated above 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.

**15 Warranty:**

The materials are to be warranted for **3 years** from the date of supply of material at the actual site. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing 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.

**16 Repair and Return Services applicable for Warranty Period (Clause No. 16)**

**16.1 Repair**

**16.1.1 Bidder's Responsibility:-**

- The Bidder will take-over the defective equipment/component from station/site and hand-over the repaired equipment/component at the same location. The following activities will be performed by the bidder:

- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective equipment/component will be taken over by the bidder from each of the station. All the documentation including identification number (Serialnumber) will be provided by RailTel.
- **Delivery Period:** The received defective part will be got repaired by the bidder within 30 days from the date of receiving and will be handed over to RailTel authorized representative at station/site. The bidder will also give probable reason for repeated failure of equipment/component/ modules.

**Uninterrupted Network:** For smooth and uninterrupted traffic during the repair being carried out by the bidder.

1. RailTel will provide its own spares in the first instance for the defective equipment where spares have been procured as per the SOR. For remaining items bidder shall make spares available at his own cost.
2. If bidder fails to return the repaired equipment/module/card/SFP/part within stipulated time of 30 days from the date of receipt then the good conditioned equipment/cards/SFPs/parts etc. will be provided by the bidder for the subsequent time period free of cost till replacement is made with the repaired equipment/module/card/SFP/part.
3. All transportation, freight and insurance charges will be borne by the bidder.
4. Bidder will keep the record of repair on each defective equipment/part/cards/SFP/components with serial numbers (unique identification) particulars.

### **16.1.2 RailTel Responsibility**

RailTel will hand over the equipment/defective card/SFP/Parts/etc. to the bidder's authorized representative at each of the station/site 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 Bidder.
- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.
- Perform a physical check test on the repaired parts.

## **16.2 Return**

If any part goes beyond repair due to Bidder at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as “unworkable”. If it will be required to deploy a new equipment/part on that location that will be provided by the bidder free of cost. To achieve this, bidder is required to always keep adequate spares with it during the period of contract. However this excludes damaged, spoiled, rusted or misused equipment/parts.

## **16.3 If the bidder fails to return the equipment/accessories within 30 days, the following penalties will be imposed:**

If Bidder fails to replace the faulty unit/parts items within 3 days, a penalty of 1000/day will be imposed.

No payment shall be made for the failed equipment for the failure days.

### **Note:**

1. The maximum aggregate penalty would be limited to 10% of equipment C cost.
2. The bidder can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

## **17. Payment Conditions: -**

- (i) 75% payment against full supply under issued PO and delivery to actual site.
- (ii) Additional 20% of the payment after the expiry of one year from the date of delivery.
- (iii) 5% of the payment after completion of Warranty.
- (iv) Accounting unit/bill passing unit for the supplies under SORs are respective Executive Director/RGM of Regions. Bills should be submitted to the authorized representative of the Executive Director/RGM of the regions for passing the payment. The bidder will submit certifying receipt of material & services issued from consignee/CNOC/RNOC, for passing for payment. Payment shall be made quarterly for the Manpower, Bidder has to produce the duly signed attendance record by the respective in charge along with relevant documents.
- (v) The following documents subject to applicability are to be submitted for payment:
  - Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
  - Delivery Challan/e-Way Bill.
  - Packing List.
  - Purchaser’s Inspection Certificate.
  - Transit Insurance Certificate.
  - Warranty Certificate of OEM & in-house inspection certificate.

- Copy of BG/Proof of BG Submission.
- Certificate of receipt of Goods in good condition from RailTel.

## 18. Liquidate 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 the undelivered portion of SOR subject to a maximum of 10% of the cost of the Purchase order/LOA for any reason whatsoever attributed to the failure of the bidder. RailTel will have the right to cancel the order, and place an order on alternative source besides levying the liquidated damages as above.

## 19. System Performance Guarantee

**19.1** 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 bidder for the supply of any additional goods and services required in this regard.

**19.2** This certificate in the Performa given in Annexure-VI, shall accompany the final offer. The absence of this certificate which will form part of the agreement shall DISQUALIFY the bidder automatically.

**19.3** 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 this document. The certificate in the Performa given in Annexure-VI.

**20.** 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 are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-IV**. 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 thereunder.

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.

**21. Online Submissions:**

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid as per GeM Bid and the bid will be opened as per GeM Bid.

- (i) BOM, BOQ and unit rate analysis as per clause-5.
- (ii) Clause wise compliance of all the clauses of GeM Bid, Buyer added bid specific ATC and RailTel's bid specific ATC documents and all Corrigenda.
- (iii) Data Sheet of offered equipment as per clause-4.
- (iv) Financial and Technical Eligibility Criteria documents as per clause-12.
- (v) Technical Compliance of all Specification of items as per Annexure-A.
- (vi) MAF/OEM Authorization for Hardware/Appliance based solution as per Annexure-III as per clause-3.
- (vii) System Performance Guarantee (Annexure-VI). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- (viii) Notarized affidavit on a non-judicial stamp paper as per Annexure-IV.
- (ix) Duly notarized Power of Attorney in name of authorized signatory as per Clause No. 25 & Board Resolution.
- (x) Nil Deviation Certificate.
- (xi) Complete Tender documents (GeM Bid, Buyer added bid specific ATC and RailTel's bid specific ATC documents) and Corrigenda, duly signed & stamped on each page in token of acceptance.
- (xii) Submission of certificate/documents as per Buyer Added Bid Specific Terms and Conditions
  
- (xiii) Compliance of GeM GTC clause 26 and undertaking from bidder.

**22. Offline submission:**

Original copy of following documents shall be submitted by tenderer offline at RailTel Corporate Office, Plate-A, 6<sup>th</sup> Floor, Office Block – 2, East Kidwai Nagar, New Delhi – 110 053 as mentioned below:

- (i) Original Bid security declaration as per Annexure-VI.
- (ii) Original Notarized affidavit on a non-judicial stamp paper as per Annexure-IV.
- (iii) Original duly notarized Power of Attorney in name of authorized signatory as per Clause No. 25.

The packet containing the original copies as per above should be sealed by the personal seal of the bidder. The envelop shall bear name of work, the tender no. and the words "DO NOT OPEN Before" before due date and time as mentioned in GeM Bid.

**23. Integrity Pact Program:Deleted**

**24. Insurance**

**24.1** The Bidder 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 bidder or the Purchaser. The bidder 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 bidder should ensure the stores brought to site, against risks as required under the Emergency Risk(Goods) Insurance Act in force from time to time up to contract value.

**24.2** It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The bidder shall keep the policy/policies current till the equipment are handed over to the purchaser.

**25. Constitution of Firm and Power of Attorney**

**25.1** 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 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 Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

**25.2** 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 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.

**25.3** The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

**25.4** In case where 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 bidder(s), while tendering of the work.

**25.5** The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per Clause 22 above.

**26. Compliance for procurement of Telecommunication equipment from trusted source.**

Department of Telecommunication (DOT) notification no.20-1263/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted source shall be applicable to this tender.

**Note:** 1) The bidder is required to give acceptance of all the clauses of **GeM bid**, Buyer added bid specific ATC, RailTel's bid specific ATC documents and all Corrigenda . Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No: GEM/2023/B/3600186**

In case, If any contradiction between GeM Bid, Buyer added bid specific ATC , RailTel's Bid Specific ATC and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

**27. Public Procurement:**

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

i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.

ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.

iii. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect

of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of “Local Content” and “Imported Content” for each SOR item as per DPIIT’s PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.

iv. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.

v. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. “<https://dpiit.gov.in/public-procurements>” may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers.

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

## **28 Updation of Labour data on Railway’s shramikkalyan Portal:**

A. Bidder is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website ‘[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)’. Bidder 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) Bidder shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the bidder’s registration on the portal within 7 days of receipt of such request.
- (b) Bidder 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 bidder 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 bidder within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, bidder shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - (e) It shall be mandatory upon the bidder to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', bidder 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 Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_\_Month, \_\_\_\_\_ Year."

## **29. For Micro and Small Enterprises (MSEs)**

- 29.1 MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 29.2 The MSEs should submit valid Udhyam certificate (UAM No.) along with the Bid. Failing 4.A.23.1 and 4.A.23.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- 29.3 RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 29.4 MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 29.5 MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers

submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

- 29.6 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

**Technical Specifications**

**1. All Equipment should be:**

- (a) With 3 years warranty Support.
- (b) Equipped with necessary hardware/software to comply all the above required / support features.
- (c) Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.

**2. SOR wise details are as:**

**(i) SOR 1: Server Specification.**

- (a) It should be possible to rack mount the server on a standard 19” rack and 600mm x 1000mm. All mounting hardware for the same shall be supplied by the contractor.
- (b) It should be equipped with a six core or higher Intel/AMD processor.
- (c) It should have 32 GB of DDR4 RAM working at 2400 MHz or higher.
- (d) It should have 2x1 Gbps Ethernet Port.
- (e) It should have a minimum of 2xUSB 3.0 port and shall support booting from the USB port.
- (f) It should be equipped with 2x512GB SSD SATA 3(6Gbps) enterprise disks suitable for working on a 24x7 basis. It should be supporting RAID 0/1.
- (g) The server should support Ubuntu Server 22.04LTS to run the Asterisk 18.13.0 LTS VoIP software proposed in the solution.
- (h) It should have Dual, Hot -Plug, Fully Redundant Power Supply (1+1).
- (i) Server shall be provided with 18.5” or Higher LCD/LED flat colour monitor along with a keyboard and optical mouse.
- (j) OEM should be ISO 9001:2015 and ISO 14001:2015 certified.
- (k) Server should have ILO/IPMI Interface for remote management.
- (l) Server should have preinstalled PF sense firewall software .

**(ii) SOR 2 LSR MPLS Router Specification**

- a. The router should comply with the RDSO TAN No. STT/TAN/IPMPLS/2020 Version 2, specification for LSR router with 4x10G port. These need not to be distributed over multiple cards.
- b. All the 10G ports shall be equipped with SPF+ single mode OFC module suitable for short

distance.

**(iii) SOR 5: PRI gateway specification**

- (a) It should support SIP and SIP trunking.
- (b) It should have open and non proprietary interfaces ISDN, QSIG, CAS& R2 MFC.
- (c) It should have FAX support using T.38.
- (d) It should have audio codecs G.711(a-law/u-law), G.723.1, G.729a, G.726.
- (e) It should have 802.1p/Q VLAN tagging, Echo cancellation, Caller ID presentation & silence suppression.
- (f) It should have 2x1GB Ethernet connections 100BaseT/100BaseTx/10BaseT, full/half duplex.
- (g) It should be provided with 4xE1-PRI (G.723) ports with RJ-48 connectors.
- (h) It should have Flexible Call Routing for Fallback& Least Cost Routing.
- (i) It should have an Auto Executive tool for auto configuration.
- (j) It should have SIP registration& Authentication.
- (k) It should be possible to configure the gateway using telnet/SSH/HTTP/
- (l) It should support Configuration Backup/Restore.
- (m)It should support IPv4 and IPv6.
- (n) It should support SNMP v1 and SNMPv2.
- (o) OEM should be ISO 9001:2015 and ISO 14001:2015 certified.
- (p) Should have regulatory compliance of UL/FCC/CE/TEC.
- (q) Should have EMC certification from any NABL accredited lab which is designated by TEC for safety testing of Telecom & IT product.

**(vi) SOR 7: Specification of UPS 5 KVA.**

- (a) It should work with the input of normal Indian single phase at 50Hz.
- (b) Input for the UPS.
  - Voltage Range-.180-275 VAC.
  - Frequency Range: 45Hz-60hz.
  - Power factor-greater than 0.95 at full load.
- (c) Output for UPS:
  - Voltage Range- 220/230/240 VAC.
  - Frequency Range: 50Hz+/- 0.1Hz.
  - Crest Factor: 3:1.
- (d) The AC-AC efficiency shall be better than 95% for each module.
- (e) Each module should have an LCD display to show various status of the working of the UPS as well as LED indicators.
- (f) It should have a minimum of 2No. of 10A Indian sockets for connecting the load or should have appropriate terminals to terminate the load side cable.

- (g) The UPS shall be supplied with maintenance-free batteries to provide a backup of 30 Minute at full load of 5 KVA. The UPS shall provide adequate charging current for charging batteries provisioned.
- (h) UPS shall be equipped with an RJ-45 port for connecting it to an Ethernet LAN. It must support SNMP v 1/v2 so that the same can be monitored from a NMS using SMNP on the network.
- (i) OEM should be ISO 9001:2015 and ISO 14001:2015 certified.
- (j) It should confirm to TL9000 Standard.

**(vii) SOR 8: Specification of Switches 48x1G and 4x10G SFP ports.**

- (a) Should be with 48x1G Ethernet ports with auto MDI/MDI-X. These ports should support PoE in accordance with IEEE 802.af.
- (b) Should have 4x1/10Gbps SFP+ port. The switch should be equipped with 4x10G SFP+ module for Single Mode OFC.
- (c) Should support virtual chassis or stacking.
- (d) Should support Inter-VLAN Routing(Static, OSPF, RIP)
- (e) Should support IPv6, RIPng,OSPFv3.
- (f) Should be non-blocking with the switch fabric support at least 256Gbps.
- (g) Should be possible to mount it on a standard 19” rack and 600mm x 600mm. all mounting hardware for the same shall be supplied.
- (h) Should be manageable using telnet/ssh/HTTP.
- (i) Should support SNMP v1 and SNMP v2.
- (j) Should support STP, RSTP, MSTP and Link aggregation as per standard RFCs.
- (k) Should support Ethernet Link OAM as per IEEE 802.3ah.
- (l) Should support sFlow version 5 or equivalent.
- (m)Should have mechanism for handling broadcast storms and to protect against self-loops.
- (n) Switch shall support IEEE 802.IX Port Authentication, MAC-based Port Authentication and RADIUS According.
- (o) The switch should be able to supply a minimum total PoE power of 240W.
- (p) OEM should be ISO 9001:2015 and ISO 14001:2015 certified.
- (q) Should have regulatory compliance of UL/FCC/CE/TEC.
- (r) The Switch/Switch (OS) 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.
- (s)Should support IPv6 protocols (DHCPv6 Server, SLAAC and NDRA) for dynamic IPv6 assignment.

**(viii) SOR 12: Specification of high-end servers.**

- (a) It should be possible to rack mount the server on a standard 19" rack and 600mm x 1000mm. All mounting hardware for the same shall be supplied by the contractor.
- (b) It should be equipped with a 2x eight core or higher Intel/AMD processor.
- (c) It should have 128GB of DDR4 RAM working at 2400 MHz or higher.
- (d) It should have a 2x10 Gbps SFP + Ethernet Port and be equipped with SFP+ module of single mode OFC.
- (e) It should have a minimum of 2xUSB 3.0 port and shall support booting from the USB port. It should be equipped with 2x512GB SSD nvme enterprise disks suitable for working on a 24x7 basis. It should be supporting RAID 0/1.
- (f) It should have Dual, Hot -Plug, Fully Redundant Power Supply (1+1).
- (g) Server shall be provided with 18.5" or Higher LCD/LED flat colour monitor along with a keyboard and optical mouse.
- (h) OEM should be ISO 9001:2015 and ISO 14001:2015 certified.
- (i) Server should have ILO/IPMI Interface for management.
- (j) Server should have preinstalled PF sense firewall software

(ix) For SOR Item 3, 4 , 6,9,10,11 and 12 to be quoted based on Scope of work defined in Clause 1.2 B

**Skill Set and Roles and responsibility for Manpower requirement.****a. Skill set requirement.**

<b>SOR 13</b>	L1 Engineers 3 Personnel per RNO 4 Personnel in CNO	<ul style="list-style-type: none"> <li>• Graduate in Science or Diploma (3 Yr.) in computer/science/Electronics/IT or B.E./B. Tech/MCA/M.Sc./M. Tech Electronics/IT/Computer Science</li> <li>• CCNA/JNCIA or 1 year relevant experience/apprentice in Telecom Network for Transport profile</li> </ul>
<b>SOR 14.</b>	L2 Engineer	<ul style="list-style-type: none"> <li>• B.E./B. Tech/MCA/M.Sc./M. Tech Electronics/IT/Computer Science.</li> <li>• 3 + Year of Experience in Networking with minimum 1+ year experience in service provider network in field of Networking, MPLS/Transport Network.</li> <li>• CCNP/JNCIP/JNCIS or 3+ year relevant experience in Telecom Network for Transport profile</li> </ul>

**b. Roles and Responsibility****L1 Support ( SOR 13 )**

L1 support role work as an intermediate level between Help desk, Network monitoring team/Transmission NOC/Field/DC and L2 support. The Level 1 Support role maintains "ownership" of all network event raised incidents throughout their lifecycle (except hierarchical escalations) Responsibilities:

- Own all the incidents raised by network monitoring team. Till resolution unit is identified, when co-ordination required between units to resolve the incidents
- Categorizes and prioritizes incidents and service requests (Note: Help desk set the priority when interaction is created for customer related ticket. Interaction priority will be copied to incident priority. L1 analyst ensure that Incident has correct categorization and priority before investigation and resolution phase)
- Determine whether a Known Error has been identified for this issue, and if there is an identified workaround.
- Routes incidents to relevant L2 teams and regional teams
- Enrich the incident with additional data.
- Isolate and diagnose the incident in order to find a resolution.
- Resolves incidents
- Interface with Transmission NOC

- Interface with Field Operations
- Detects and notifies on possible problems
- Updates and closes the resolved incident ticket. In case of incidents logged by the event monitoring tools, the L1 Analyst verifies the resolution himself/herself.
- Co-ordinate with peering partner and upstream provider when there is an issue

## **L2 Support ( SOR 14)**

The Level-2 Support (Second-line support) brings expert incident solving and technical expertise for domains (technical, business and/or application) to ensure rapid resolution of incidents and fulfillment of service requests. Performs the activities to resolve incidents.

Responsibilities:

- Diagnoses and applies resolution to incident
- Resolves but does not close incidents (back to Level 1 for closure)
- Prepares and submits fix fault request (RFCs) to resolve incidents
- Routes incidents to next level
- Support L1 team in isolation of issues
- Escalate to L3 support or third party through Vendor Liaison

**Note: The final selection of the shortlisted candidate will be done by Bidder jointly with RailTel. RailTel will nominate their officer/s for interviewing the candidates.**

**Annexure-III**

**Add.GM/NTP  
RailTel Corporation of India Ltd.**

**Dated: .....**

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

**Subject: Manufacturer Authorisation form (MAF) to M/s ..... for .....**  
**Ref: GeM Bid No.....dated.....**

Dear Sir,

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

.....  
We hereby authorise M/s ..... (bidder name),  
Office

..... to participate in bid and subsequently upon award of  
the bid to execute the supply and Installation & Commissioning of our range of products against your  
above said bid.

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

Thanki  
ng you,  
Best  
regards

,

**Authorised Signatory**

\*\*\*\*\*

**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDERDOCUMENTS**

(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), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender 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.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
- (vi) I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged

or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

**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.

**DEP  
ONENTSEAL  
AND  
SIGNATUREOF  
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.

**PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs One  
Hundred) (To be used by approved  
Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate A, 6<sup>th</sup> Floor, Office Block Tower -2, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt  
 .....(Hereinafter called “the said Bidder(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Bidder (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ....(Rs ..... onl y). We ..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of ..... Bidder(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 Bidder(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 bythe said Bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the Bidder(s) failure to perform the said Agreement. Any such demand madeon the Bank shall be conclusive as regards the amount due and payable by the Bank underthis 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 Bidder(s) / Bidder(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 Bidder(s) / Bidder(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



**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,**

**CO Office, East Kidwai Nagar,**

**New Delhi-110023.**

**Ref: GeM Bid No.....dated.....**

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

Dear Sir,

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. 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.