



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

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

ELECTRONIC TENDER DOCUMENT

FOR

“Selection of IT Managed Service Provider (IT-MSP) for RailWire Business”

E-निविदा संख्या: रेलटेल/ओटी/सीओ/आरडब्ल्यू/2023-24/आईटी-एमएसपी/002 दिनांक: 31.07.2023
OPEN E-Tender No. RailTel/OT/CO/RW/2023-24/IT-MSP/002 Dated: 31.07.2023

निविदा दस्तावेज की कीमत: ₹. 11,800/- (टैक्स सहित)
Cost of Tender Document: Rs. 11,800/- (Including Taxes)

(Two Packet System)

Sold to _____



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

खुली E-निविदा न.: ई-टेंडर संख्या रेलटेल/ओटी/सीओ/आरडब्ल्यू/2023-24/आईटी-एमएसपी/002 दिनांक: 31.07.2023

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल) "रेलवायर व्यवसाय के लिए आईटी प्रबंधित सेवा प्रदाता (आईटी-एमएसपी) के चयन" के लिए दो पैकेट प्रणाली में ई-निविदाएं आमंत्रित करता है।

क)	निविदा डाउनलोड करने की प्रारंभिक तिथि	31.07.2023
ख)	बोली प्रस्तुत करने की अंतिम तिथि और समय	22.08.2023 को 15.00 बजे तक.
ग)	ई-बिड खुलने की तिथि और समय	22.08.2023 को 15.30 बजे.
घ)	बयाना राशि (ईएमडी)#	रु. 20,00,000/- का भुगतान किया जाना है रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में। आरटीजीएस/एनईएफटी के माध्यम से ऑनलाइन।
ङ)	निविदा दस्तावेज की फीस#	रु. 11,800/- (सभी समावेशी)
च)	निविदा की अनुमानित लागत	15 करोड़ रुपये (सभी समावेशी) पांच साल के लिए
छ)	बोलीदाता(ओं)/ओईएम(ओं) को अपने प्रश्न प्रस्तुत करने की अंतिम तिथि	07.08.2023 तक
ज)	प्री बिड मीटिंग	08.08.2023 को 15.30 बजे.

ईएमडी और निविदा लागत सीधे रेलटेल बैंक खाते में जमा की जाएगी।

नोट: निविदा सूचना और निविदा प्रलेख रेलटेल की वेबसाइट पर उपलब्ध हैं और www.railtelindia.com या ई-टेंडरिंग पोर्टल <https://www.railtel.enivida.com> से डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://www.railtel.enivida.com> से निविदा प्रलेख की आधिकारिक ऑनलाइन प्रतिडाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि निविदा केवल ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी।

बोली दाता तैयारी, बोली की तैयारी/प्रस्तुति /भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

समूह महाप्रबंधक/ विपणन



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

Open E-Tender No.: RailTel/OT/CO/RW/2023-24/IT-MSP/002 Dated: 31.07.2023

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Two Packet System for “**Selection of IT Managed Service Provider (IT-MSP) for RailWire Business**”

a)	Opening date of Tender downloading	31.07.2023
b)	Last date for Submission of bids	22.08.2023 up-to 15:00 Hrs. (Online)
c)	Opening of bids	22.08.2023 at 15:30 Hrs. (Online)
d)	Earnest Money (EMD)	Rs 20,00,000/- to be made in favor of RailTel Corporation of India Ltd. Online through RTGS/NEFT.
e)	Cost of Tender Document	Rs. 11,800/- (Including Tax) to be made in favor of RailTel Corporation of India Ltd. Online through RTGS/NEFT.
f)	Estimated Cost of the Tender	Rs. 15 Cr inc. taxes for five years
g)	Last date for submission of queries	Till 07.08.2023
h)	Pre-Bid Meeting	08.08.2023 at 15:30 Hrs

The EMD and Tender Cost will be deposited directly in the RailTel Bank Account.

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

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

Group General Manager/Marketing

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CHAPTER-1

ABOUT RAILTEL AND ITS SERVICES

1. About RailTel

- a. RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, is a national telecom service provider having NLD and ISP licenses and is a major ICT services and solution provider. RailTel objective is to become preferred telecom solution and service provider for the knowledge economy.
- b. RailTel Corporation, a “Mini-Ratna (Category-1)” PSU, is amongst the largest neutral telecom infrastructure providers in India with an extensive Optic Fiber network across the nation's Railway route.
- c. The Indian Railways traverse over 63,000 RKM, connecting over 7000 locations. The network provides connectivity to small stations at every 8-10 kms and major stations at every 50- 60 kms which are mostly located centrally at commercial / residential hubs. RailTel has created a robust OFC-based network, facilitating installation of Point of Presence at over 4500 locations.
- d. The OFC network of RailTel has a layered architecture with mesh/ring topology to support route redundancy. The aggregation layer is supported on multiple rings of STM-64/16 system; and the Core network on high-capacity DWDM system. The network provides bandwidth options of various granularities going up to n x 10G & n x 100G. RailTel has installed a MPLS network with PoPs in all major cities to support various IP-enabled services across 4500 locations.
- e. The OFC based access network created by RailTel at important commercial hubs of 100 cities in the country enables delivery of services at doorstep of enterprises.
- f. Equipped with Tier-III (Design & Facility), ISO 27001:2013 Certification for Information Security Management System, ISO 20000:2018 Certification for Service Management System, ISO 9001:2015 Certification for Quality Management System, ISO 27017:2015 Certification for Cloud Security, ISO 27018:2019 Certification for Data Privacy in Cloud Service, ISO 27033 Certification for Network Security, CMMI Maturity Level-4 Certified for Process Improvement. RailTel's wide gamut of managed telecom services on offer to Indian Telecom market includes Managed data services, lease lines, MPLS based IP-VPN, Broadband & Internet services, NGN based voice carriage services, Tower co-location, Data Center, Tele-presence, RailWire broadband services, Wifi services, Aadhar Services, e-Tendering services, Consultancy and ICT/ system integration.
- g. RailTel's services extend to major Telecom Operators, Internet Service Providers, MSOs, MNCs, Enterprises, Defence & Strategic organizations, Banks, Government Institutions/ Departments, Educational Institutions/ Universities etc.

2. Purpose of this RFP:

- i. To select the IT Managed Service Provider for providing, managing, monitoring, development & customization of OSS/NMS & BSS solutions with ticketing tool for RailWire Broadband Business.
- ii. The intent of the RFP is to invite eligible firms for empanelment of IT-Managed Service Provider (MSP) for RailWire Business.
- iii. Duration of Agreement with IT MSPs will be 5 (five years) effective from the date of LOI (Letter of Intent issued by RailTel) and can be extended by further 2 years.

3. Project Background

'RailWire' is a retail broadband initiative of RailTel for extending broadband and application services to the public including remote areas in association with Local Cable Operators /Access Network Partners, by utilizing their last mile. RailTel aims to provide Broadband & Value added services with special focus on Education, Health, Small & Medium Businesses, Entertainment including "standalone unviable" remote Government offices, banks, schools, institutions, Panchayats connectivity using this highly scalable symmetrical wired medium to empower and enrich the masses by taking Government to the doorstep of every citizen .

As per RailWire Business Model, RailTel aims to extend broadband and application services to the masses through the RailWire platform with engagement of Managed Services Partners (MSPs) for each circle or territory.

In the RailWire model:

1. RailTel: Leverages its backbone infrastructure, datacenter, mini-datacenter, presence, brand name and license to deliver world class internet and value added services like OTT, IPTV and others by partnering with the IT-MSP, MSPs and ANPs and AGNPs.

2. IT-Managed Service Partner (IT-MSP): The RailWire model is co-developed with existing IT-MSP and several innovations and modifications are made to the OSS/NMS, Billing and CRM systems for RailWire. IT-MSP provides OSS/NMS & BSS solution which is hosted at the RailTel's DC at Hyderabad and DR at Gurgaon. The billing software code is maintained and managed by IT-MSP during the tenure of the Agreement.

3. Managed Service Partner (MSPs): MSP provides customer support, partner onboarding & support, evangelize and market RailWire services on behalf of RailTel on a revenue sharing basis. The MSP also drives and delivers the targeted special e-Governance projects by identifying and engaging the field ANPs, piloting roll outs , needed support accountal, meeting the delivery timelines and SLA targets .

4. Access Network Partner (ANPs): Local cable operators, village entrepreneurs, wireless network providers, residential societies, panchayats etc. are the network partners. The network partners invests, build, maintain and own the access network

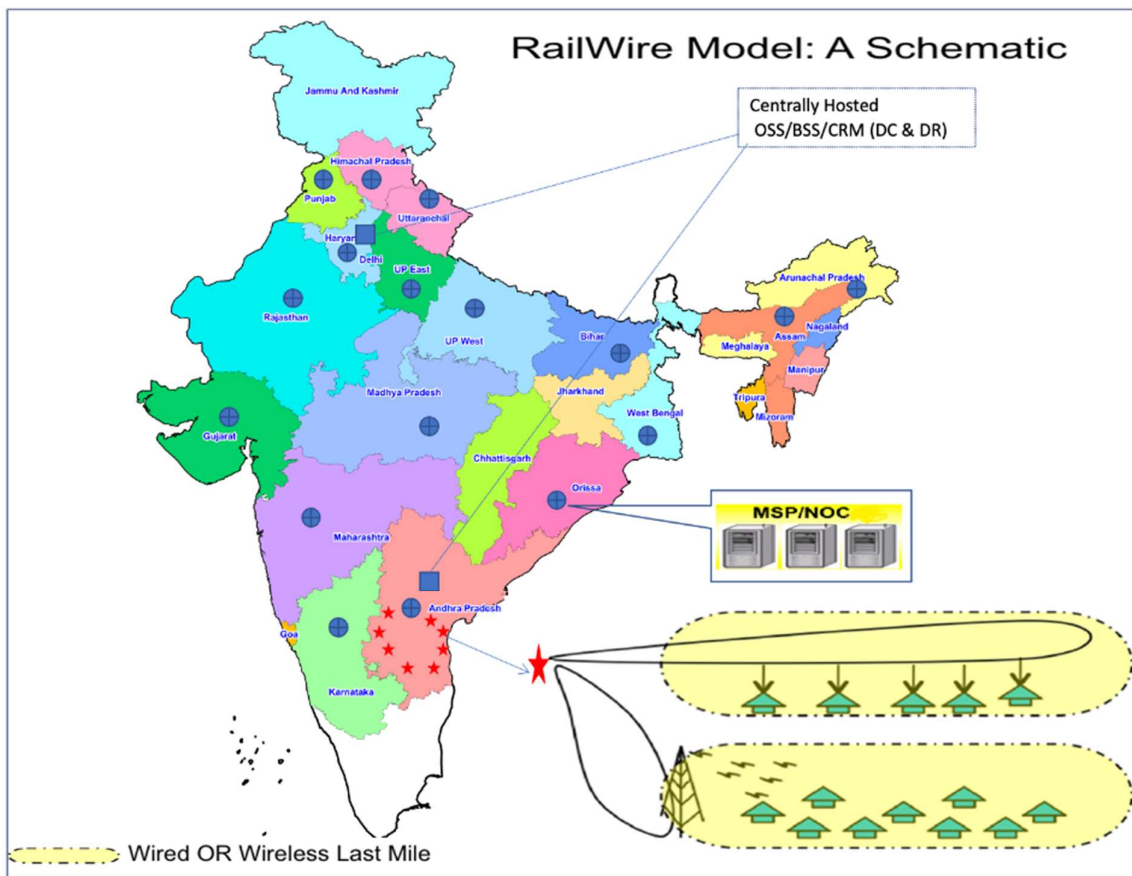
and get a share of revenue. The network is built as per RailWire design rules. The ANP may directly connect to RailTel PoPs or may be connected to the RailTel PoPs by an Aggregation Network Partner.

5. Aggregation Network Partner (AGNPs): Partner's who have reliable fiber in the areas of operation can partner in the RailWire program by connecting ANP's in ring, where feasible, to RailWire PoPs on Revenue share basis.

6. Access Technologies: In a vast country like India, no one technology can be adopted which will be the best in all situations. With 110 million cable homes as potential target for delivering high speed internet, Ethernet over coax (EOC) technology should be exploited as it matures. Other technologies include fiber to the home (FTTH) GPON, CAT 5/6 with switched Ethernet etc. Since the network has no legacy baggage, symmetrical high-speed broadband service with capabilities of content delivery can be rolled out which is the USP of RailWire. In areas where cable is not present or LCO's are not interested, mesh WiFi may also be explored.

4. Brief about RailWire Services

a. RailTel needs to find ways to leverage its considerable infrastructure and presence so that new services and revenue streams can be generated. RailWire is one such idea based on collaborative business, which is described below.



b. RailWire retail broadband is currently serving more than 5,00,000 home-users in 23 Circles across India.

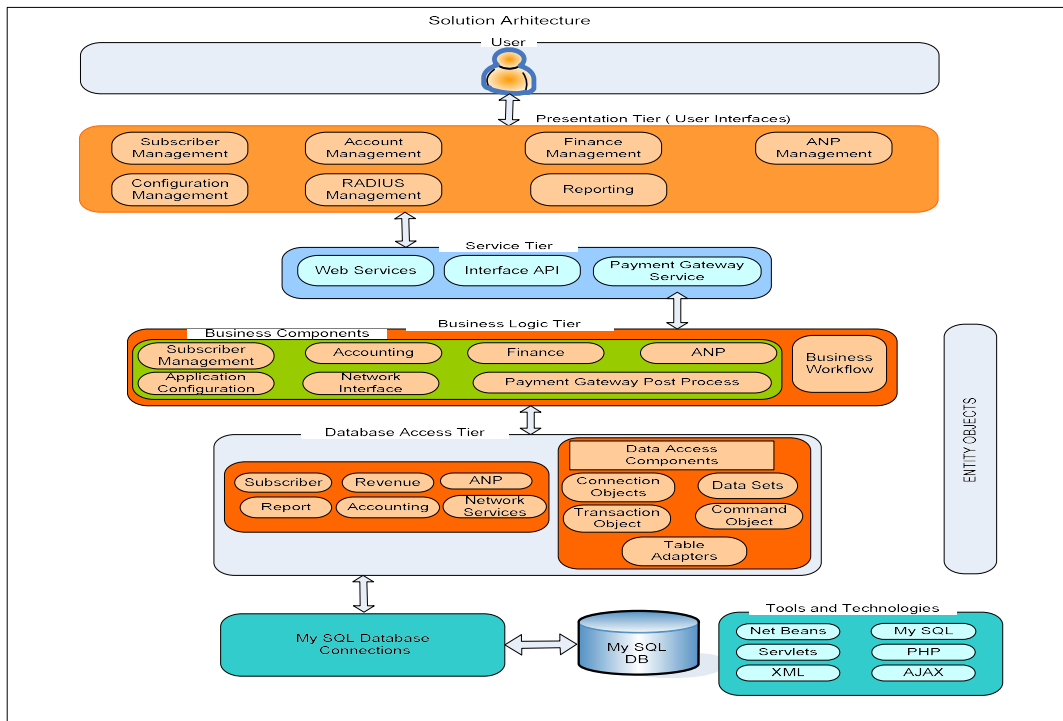
c. RailWire is a retail broadband initiative where RailTel will be able to provide broadband and a slew of services with the last mile available with Access Network Providers (ANP)/ Facilitators/ Local Cable Operator (LCO) and the IT infrastructure and resource required for the back-office services.

d. As per the RailWire business model, MSPs will provide customer support, partner support, evangelize and market RailWire services on behalf of RailTel on a revenue sharing basis. Network ANPs)/Facilitators mostly cable operators will provide access network and local presence while managed service providers carry out network operations, customer service and centralized marketing services.

e. Thus, RailWire leverages RailTel's existing infrastructure to create a profitable, sustainable revenue model. Since the network has no legacy baggage, symmetrical high-speed broadband service with capabilities of content delivery can be rolled out. Education, health and entertainment will be the primary verticals to be rolled out in the Content Delivery Network. Since the rollout will harness the entrepreneurial energies of thousands of network operators and as many MSPs as required, this model can scale and spread very fast to achieve the broadband penetration targeted by the government.

5. Existing OSS/NMS & BSS System Detail:

1. Architectural Diagram



This architecture is integrated with each tier to perform specific defined tasks. The solution is developed and deployed using Open source technologies like PHP, Java, MySQL and deployed on the LAMP stack. The features of the solution architecture are explained below:

1) Presentation Tier

This tier defines the user experience by the flow of information used for gathering inputs from the end-users, input data validation, UI Components, templates and different types of graphical displays. This tier ensures the user friendliness and easy to navigate during data entry operations, which leads to less effort and time.

2) Web tier

It clearly defines a separation between application logic and presentation while making it easy to connect the presentation layer to the application code. To be specific JSP, PHP, XML and Ajax is used at this level.

3) Service Tier

This tier enables data exchange across external stakeholders on open standards. This tier has web methods, which is consumed in a secured manner by any external application. This ensures seamless data interchange between heterogeneous systems and external stakeholders. It is implemented in XML as SOAP Web services for integration with other applications.

4) Business Tier

This tier has business components pertaining to various modules of the applications in addition to Business Workflow processes. Domain objects encapsulate all the business logic and the domain information of the system. All business rules is embedded in this tier. Whenever there is a change in the business rule, only this tier needs to be modified and deployed without disturbing the entire solution, which in turn ensures smooth functioning of existing applications in the solution. All the other layers use this layer to carry out the tasks.

PHP, MySQL Connection Objects, Data Objects, Java are used while building this layer. These components are deployed on the LAMP Stack.

5) Data Tier

The tier has Data access methods pertaining to various modules of the application in addition to Data components. All Database objects is accessed only through this tier, which ensures enhanced security to the data. This tier is generic to any backend RDBMS.

MySQL, File System is used in this layer. MySQL is used for the transaction and report data and File System is used for the supporting and other documents storage.

6) Entity Objects

In addition to the above tiers, there is a set of Entity Objects, which acts as intermediate data containers accessible vertically across all tiers. These entity objects act as data carriers in and out of different tiers.

7) External Entities

External entity is used to communicate with the system using web services. These communications will happen through XML based data exchange. System needs to have provision to incorporate Payment Gateway, IVRS and any third-party servers for the purpose of Wi-Fi connections etc.

8) AAA system

It refers to security architecture for distributed systems for controlling which users are allowed access to which services and tracking which resources they have used.

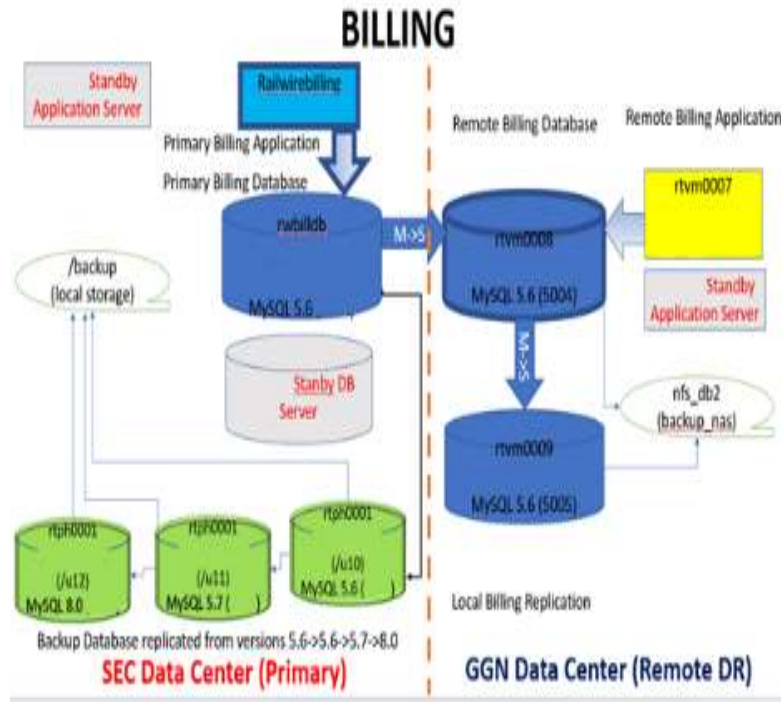
Authentication refers to the process where an entity's identity is authenticated, typically by providing evidence that it holds a specific digital identity an identifier and the corresponding credentials. Examples of types of credentials are passwords, one-time tokens, digital certificates, digital signatures and phone numbers.

Authorization function determines whether a particular entity is authorized to perform a given activity, typically inherited from authentication when logging on to an application or service.

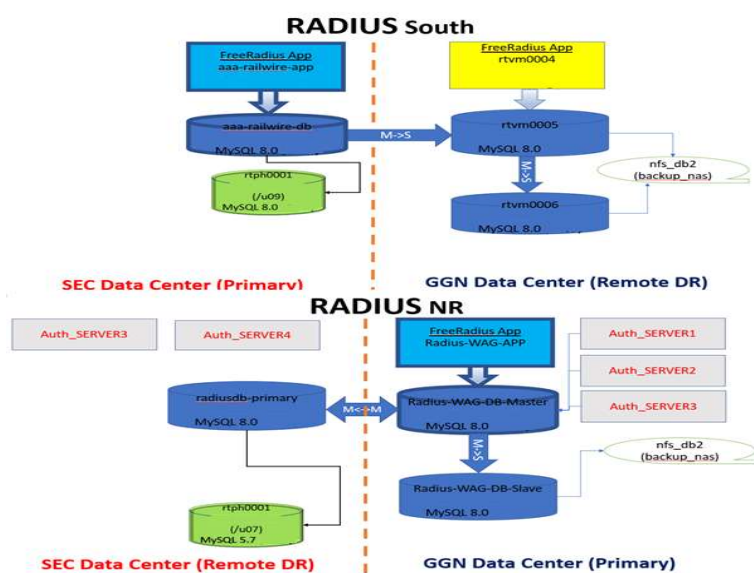
Accounting refers to the tracking of network resource consumption by users for the purpose of capacity and trend analysis, cost allocation and billing.

This is the system which permits the user access to the services and monitors the resource usage. Whenever any customer is using the service, this system is used. Hence, this is the critical system which determines the scalability of the overall system.

i) Hardware Deployment Inventory



ii) AAA Servers Deployment



Operations Service Solutions (OSS) / Network Management System (NMS)

1) The **OSS, BSS and NMS** are tightly integrated which helps the Complete Management of the Network and monitoring operations as single touch option at the layer 2 level. Every RailTel/ANP/AGNP node can be added to the NMS from the BSS itself. The NMS throws a wide range of analytics helpful for the operations to augment the Backbone at the right time for issueless network. Also, the NMS can be segregated at all levels for avoiding confusion and seamless trouble shooting for a quicker resolutions. The OSS/NMS also provides a detailed inventory of all the network element. The NMS can even help in monitoring the Layer3 parameters on all routing protocols, L2 VPN /L3 VPN status.

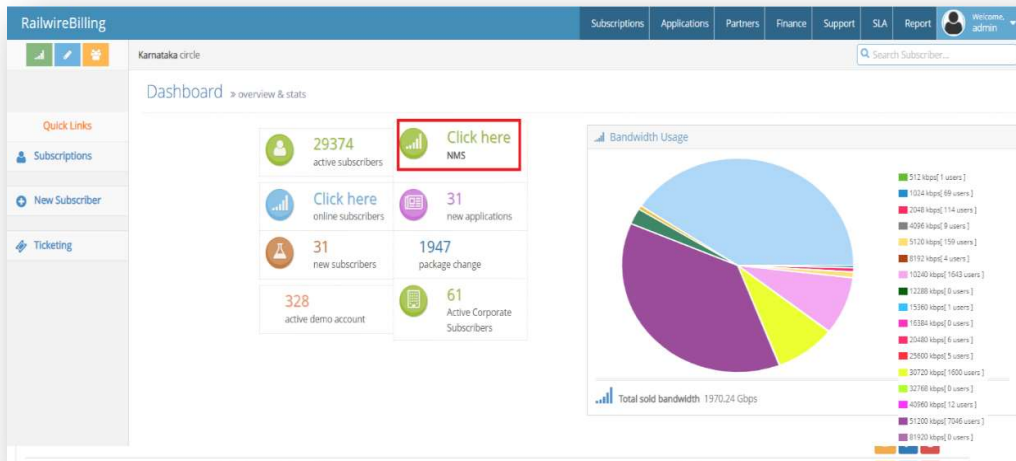
2) **Operations Support System (OSS)** monitors the access network comprehensively. OSS supports processes such as Service Provisioning, usage details of end subscriber and ANP's, Service Level Management, Performance Management, Resource inventory, Fault or Event Management System, Network Management System, Activations, Deactivation of Subscriber/ANP's and Element Management System. Integration with RailTel's CGNAT and logging as required by the ISP policy is also supported. It includes Technical Assistance Center (TAC) with all necessary infrastructure and 24x7 technical support personnel.

3) IT-MSP creates a Request form / process flow on the OSS for the below implementation on the OSS portal.

1. Create MSP account on receipt of scanned copy of MSP agreement and advise from GGM/RailWire.
2. Create ANP account and VLAN ID for the ANP on receiving request from the MSP.
3. Create Demo IDs for MSPs.
4. Monitor the sold BW per ANP every 7 days with the provisioned SDH BW between the ANP port and the BRAS.
5. Monitor the IBW mapped to the BRAS every 7 days to ensure quality of experience and strict compliance of the promised contention ratio.
6. Generate weekly MIS report for consumption of the Region and CO RailWire teams.
7. Generate guidance reports for BW pooling.
8. Guide the MSPs on VLAN and IP pool planning to ensure that the network remains structured and manageable with growth.
9. Update the support no. of the MSP wise call center on the RailWire website along with the escalation matrix for the RailWire subscribers for that MSP.
10. Act as interface between the IT MSP, MSPs and the Regions for a smooth roll out.

4) NMS overview

The NMS is accessible only from the RailTel Network and it is not on public cloud. All the stake holders can login to the NMS through the BSS as single sign on portal. Just login to the BSS as usual and click on the NMS logo to view the NMS.

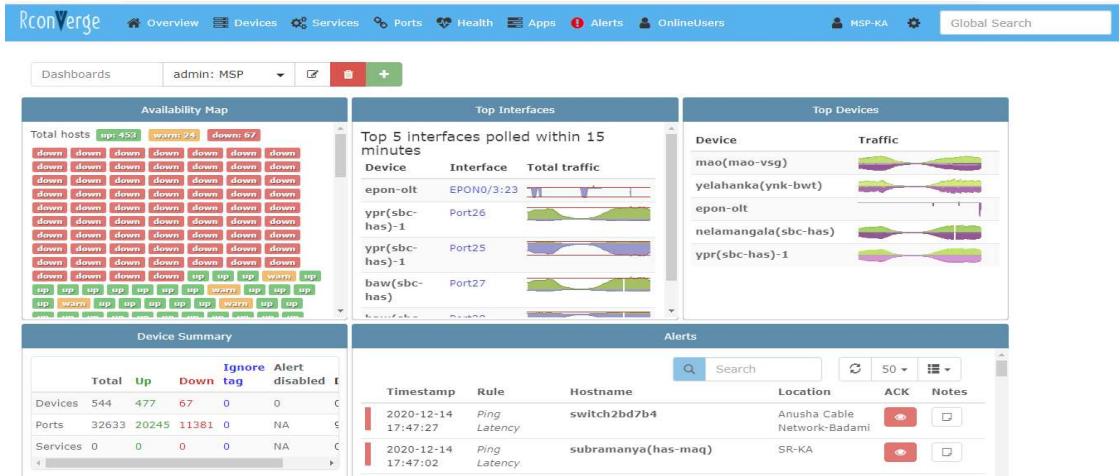


The screenshot shows the configuration page for NMS in the RailwireBilling system. The left sidebar includes a menu with 'Add device (NMS)' highlighted in yellow. The main configuration area includes the following fields and options:

- Hostname or IP * (text input field)
- Display name * (text input field)
- SNMP (checkbox, checked)
- SNMP Version (dropdown menu, set to v2c)
- port (text input field)
- udp (dropdown menu)
- Port Association Mode (dropdown menu, set to ifIndex)
- SNMPv1/2c Configuration (highlighted in blue)
- Community (text input field)
- Force add (checkbox, unchecked)
- (No ICMP or SNMP checks performed)

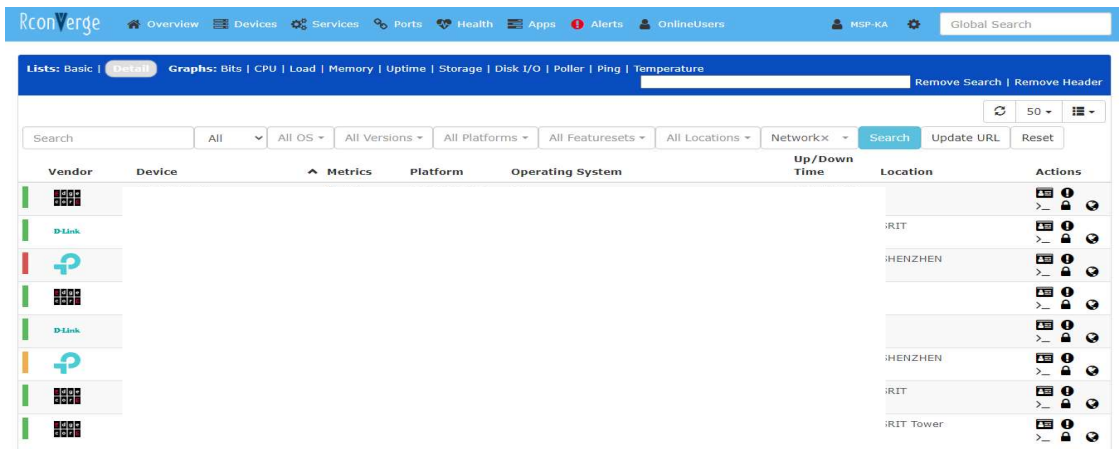
An 'Activate Windows' watermark is visible in the bottom right corner of the page.

The below screen shot illustrates a totally modular Dashboard which can throw wide range of parameters in a compact summary view. The user can zoom in on the detailed parameter by clicking on each widget.



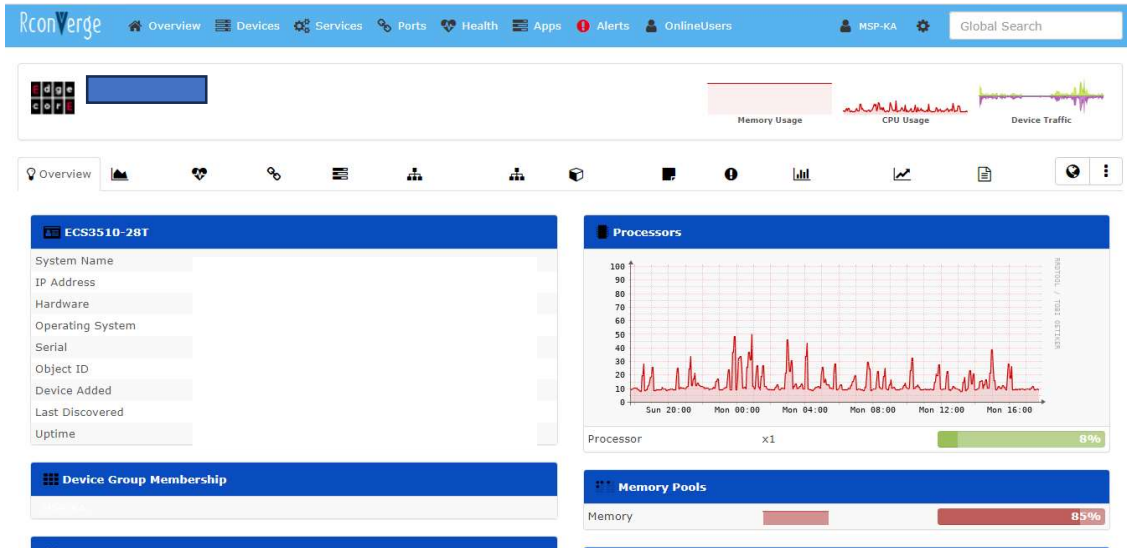
5) Device list

The screens below illustrates the complete device list attached to one particular NMS user. The details are very much significant for any network to be monitored. With a SNMP trap enabled on device the NMS can fetch the Device Vendor, IP , OS platform , Outage details etc.



6) Device overview

The complete alerts and device statistics can be drilled down to port wise details like BW utilization, Ports errors, Types of Ports, Optical power levels of Optical ports, Neighbor switch ports, Vlan Details and if the device is an OLT, the ONT details attached to the OLT is available. Further the OLT which are live, details can be viewed.



7) Device traffic

This RRD graph displays the complete Bandwidth utilization on the switch backplane. Helps in monitoring the switch threshold levels for further augmentation decisions.



CHAPTER-2
BID DATA SHEET

Tender Reference	Open E-Tender No.: No. RailTel/OT/CO/RW/2023-24/IT-MSP/002 Dated: 07.07.2023
Cost of Tender documents	Rs. 11800/- with GST in form of NEFT/RTGS
Date of issue of Tender	31/07/2023
Earnest Money Deposit (EMD)	Rs. 20,00,000/- in form of NEFT/RTGS
RailTel Bank Account Details for EMD and Tender fee deposit	Account No – 340601010050446 Account Name- RailTel Corporation of India Limited Bank Name- Union Bank of India Branch- Yusuf Sarai new Delhi IFSC Code- UBIN0534064
Date of web upload of Tender cum tender document	31/07/2023
Last date for submitting queries for the Pre-bid Meeting	07/08/2023
Pre-Bid meeting /Venue	08/08/2023 at 15:30 PM via WebEx meeting link. Link will be available through corrigendum on RailTel Website/e-Nivida Portal.
Last Date and Time for submission of tender bid documents on e-tendering website.	22/08/2023 at 15:00 PM
Opening of bid	22/08/2023 at 15:30 PM
Website for Online Tender	<u>https://www.railtel.enivida.com</u>
Address for Online Tender/Process of submission of tender documents	This Tender will follow e-Tendering process as under which will be conducted by RailTel's authorized e- Tendering Service Provider Website <u>https://www.railtel.enivida.com</u> Following activities will be conducted online through above website: <ul style="list-style-type: none"> a) Tender document will be uploaded b) Clarification, if any, sought by RailTel c) Opening of Techno-Commercial Bids d) Evaluation of bids <p>* Bidders who wish to participate in online tenders will have to register with the website (<u>https://www.railtel.enivida.com</u>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.</p>
Opening of Technical & Commercial Bid	Will be informed subsequently to bidders.
Address of Communication	RailTel Corporation of India Limited, Plate A, 6 th Floor, Office Tower 2, NBCC Building East Kidwai Nagar 110023
Email address	<u>a.chandel@railtelindia.com</u>
Contact Telephone Numbers	011-22900600

CHAPTER-3 **SCOPE OF WORK**

A. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The broad scope of work for the bidder under this contract includes:

1. The winning bidder has to take over the operations and evolution of the existing IT stack (OSS/NMS & BSS) for the RailWire while ensuring business continuity. The bidder should manage, expand and evolve various functionalities and use cases for supporting RailWire Business needs. The bidder may use the existing system or may bring in his own system and customize it to meet the services being provided by the existing system. The source code of the existing system will be arranged by the RailTel however the takeover of the existing system from incumbent IT-MSP has to be managed by the winning bidder. The knowledge transfer for the customization will be facilitated by the RailTel.

2. Existing RailTel IT-MSP will provide following assistance to the new IT-MSP for the take-over of the existing system:
 - i. It will provide knowledge transfer to new operations team through workshops and discussion sessions.

 - ii. It will provide RailTel with detailed inventory of systems in place and specification for the additional equipment that RailTel shall need to perform the services and procedures.

 - iii. It will deliver to RailTel (A) a fully executable copy of the in-scope software in existence, (B) a copy, in appropriate machine-readable format, of the application data of RailTel, and (C) a copy of in-scope application program/module with source code.

 - iv. It will provide additional data, information and technical assistance in order to continue the use of the in-scope software to meet the applicable Performance Objectives.

 - v. It will transfer the ownership of the duly marked project Assets/inventory including the Base System the source code object code, associated documentation which is the work product of the development efforts involved in the Project or otherwise required for use of the system for provision of Services pursuant here to RailTel.

 - vi. It will provide at least one month of shadow Operations and Maintenance

Support services where the new operation team and the existing IT-MSP's operations team shall work in parallel. Go live letter will be issued after completion of shadow operation.

3. The system deployed so should be as per the industry standard and marketing requirement including Mobile App.
4. All systems should be in DC-DR configuration for redundancy. OSS/NMS & BSS application will be hosted at DC- Secunderabad (Primary) and DC-Gurgaon (Secondary) in active-passive mode.
5. The Bidder shall provide all technical and operational support for OS/NMS & BSS application including all supporting software such as database, OS, backup, middleware (if any) etc.
6. The Bidder shall provide support services which includes Application Management, Application Helpdesk support, Database Management and Change Management services for systems supplied.
7. The Bidder shall provide the hardware and IT infrastructure sizing for hosting the OSS/NMS & BSS application in the RailTel's data centers.
8. The Bidder shall support the system for the duration of contract unless it is terminated before completion of the period or onboarding of new IT-MSP.
9. The Bidder shall customize/expand the system for necessary enhancements as required by RailTel for the duration of the contract.
10. The system maintained by bidder will be open for third party audit. Expenses for testing the application by third party vendors like STQC shall be borne by RailTel.
11. In case the bidder is deploying its own solution, the provided solution to be audited and certified for any infringement and security issues by third party vendors like STQC and it should be open for any financial audit whenever required. Expenses for testing the application by third party vendors like STQC shall be borne by RailTel.
12. Mobile App should be as per the industry standard and should have features like OTT integration, Self-care portal, Customer/Partner onboarding, Payment gateway integration, purchase new plans, usage history, payment transactions, balance (data/Rs.) and any other features required as per the RailTel requirement. Mobile App should be available in both Android and iOS.
13. The proposed BSS solution should integrate with RailTel's ERP system and automated ERP Billing reports should be generated as per RailTel's requirement from time to time. All invoices to subscribers will be auto generated by IT-MSP with IRN number. Invoices of ANP, AGNP and MSP will also be auto generated with new installed system.
14. Confidentiality clause: The bidder shall ensure the security and confidentiality of any business data it

receives or happens to receive during the course of operation or during the contract period.

In case, winning bidder is not able to manage various modules and or specific module with in the stipulated time as mentioned in para 11 of chapter-6, the cost and efforts for deploying the alternate solution or modules with in maximum 6 months of time from date of award of contract lies with winning bidder. The new IT-MSP will not be dependent on existing system and will deploy his own solution, in case of any challenges during the migration process from existing IT-MSP system.

It is to be noted that scope of work mentioned above is indicative. The Bidder shall undertake all development activities related to in-scope applications which it deems necessary for business changes/enhancements (post approval of RailTel) or on RailTel's request intended to improve quality of service/revenue at no extra cost. The bidder shall own end to end SLA and should co-ordinate with vendors/third party (if any) to maintain SLAs.

B. RailTel's Responsibility

1. Based on planning and progress, RailTel shall create Network Infrastructure for the Core and Aggregation network. RailTel shall also augment capacity and plan a resilient network, to handle RailWire traffic expected to exceed more than 1 Crore subscribers in next 5 years.
2. RailTel shall arrange to extend network to the RailWire Data Center and the RailWire central Network Operations Center (NOC) and manage the core network and the core PoPs.
3. RailTel will arrange & host the centralized OSS/NMS & BSS IT solutions at RailTel data centers (DC & DR).
4. To ensure QOS of RailWire, a central monitoring and housekeeping team will be made available by RailTel to coordinate with IT-MSP named "RailWire —RailTel IT Team".
5. RailTel shall arrange dedicated teams for planning and implementation of RailWire network and 24 x 7 NOC support to facilitate RailWire network rollout.
6. RailTel shall appoint dedicated official to supervise, channelize, authorize and Audit various functions.
7. RailTel will ensure implementation of session logging mechanism and retrieval and storage and safe keeping of these session details in compliance of TERM mandate.
8. RailTel shall provide sufficient IP pools to meet the projected growth of RailWire customers.
RailTel shall coordinate between IT MSP and ERP vendor for the sharing of APIs as needed by IT-MSP for meeting integration of invoicing for ANP/AGNP/MSP/IT-MSP end RailWire subscribers.

C. Bidder's Responsibility

The bidder will be responsible for all the activities mentioned in Scope of Work. Bidder will also responsible for the following activities:

1. IT-MSP will provide/maintain and evolve the hosted OSS/NMS & BSS in RailTel datacenter at Secunderabad and Gurgaon. The hardware, OS platform and database will be provided by RailTel. The hosting of the all the OSS/NMS & BSS application in RailTel DCs has to be done within D + 90 days by the IT-MSP, where D is the date of readiness of the data center for hosting purposes as confirmed & communicated by RailTel to the IT-MSP.
2. 24/7 TAC support for the three applications would be provided by the IT-MSP.
3. All patch upgradation, upgrades and any changes / customizations required by RailTel would be done by the IT-MSP.
4. Customized MIS reports for special customers or as per GOI requirements for RailWire will be created by IT-MSP as per directions from RailTel SPOC and the same need to be supported throughout the life cycle of the project.
5. IT-MSP will create a management dashboard as a performance snapshot covering W-o-W, M-o-M, Y-o-Y addition / attrition of customer base ANP/MSP/Region wise, RailWire Balance sheet on day to day basis, District wise customer presence, OTT/IPTV subscriber details, Average contention ratio per ANP/MSP/Region wise, trigger for BW choke, trigger for outages exceeding defined limits, trigger for no. of complaints remaining unresolved , trigger for no. of connections rolled out for special projects as referred in above para and still to be delivered . The above mentioned items are tentative and bidder will have to provide other functionalities in the dashboard as per the business requirement and direction of RailTel.
6. IT-MSP will furnish needed reports for TERM compliance and TRAI tariff & regulatory compliance as linked to OSS/NMS & BSS application.
7. IT-MSP will generate e-invoices for the ANP/AGNP/MSP/IT MSP and the end RailWire subscribers , which can be downloaded in pdf format by the respective entities using their assigned portal access.
8. IT-MSP needs to generate customized bills to meet the conditions of agreement/PO/WO for serving special category bulk customers like e-Gov, banks, panchayats, Financial Inclusion Kiosks etc.
9. IT-MSP will create a Request form / process flow on the OSS/NMS for the implementation of any process required on the OSS/NMS portal.
10. IT-MSP will provide the integration and customization to the existing and new VAS providers like OTT and IPTV etc.
11. IT-MSP has to provide the integration and customization to the existing and new Payment gateway service providers for facilitating online payments.

12. IT MSP will provision an independent billing page for the special category customers with the revenue share to the involved ANPs /AGNPs/MSPs as these will be recharged by the RRIT centrally with the revenue collection coming straight to RailTel instead of that coming to ANP as in the model for all other subscribers.
13. Handling special focus orders like connectivity to Village Panchayat offices / schools / Govt Primary Health Centers/ police stations/ Octroi outposts/ PSU bank branches/ post offices / police stations etc. (Govt/PSU business) on RailWire platform.

D. Installation, Integration, Testing, Trial Run and Commissioning of System

The bidder shall be fully responsible for Quality Assurance of system/solution and supervision of following:

1. Installation and Integration of the above said items as per System design.
2. Integration with existing network/system.
3. Testing of the Network/System as specified in the document.
4. Trial run of the network/system.
5. Commissioning of Network/system.

E. Training of Purchaser’s Personnel and Change Management

1. For successful implementation and monitoring of the solution, the successful bidder will need to identify training needs for the RailTel. To provide professional training and development services at each stage of the project viz. installation, testing, operation and maintenance.
2. The successful bidder shall provide hands on training and online training with detailed course material on the installed system and software covering at least the following as per the schedule given by RailTel during complete project duration:
 - Configuration and their operation of system/solution supplied under the project.
 - Trouble shooting and preventive maintenance
 - Training on operation of the system.
3. These personnel shall work with the Bidder technical team staff to gain confidence and to get expertise right from the execution stage of the project. The training content to be designed and delivered by successful bidder at successful bidder’s own cost.
4. Timelines for Training and Development are as follows:

SN	Deliverable	Timeline in Months (M) and (D= Date of Completion)
1	Preparation of training material, course etc. for IT awareness, role/function-based training of	D + 15 days

	system/solution.	
2	Completion of IT awareness training.	D + 15 days
3	Continuous training and retraining during installation & project phase.	As and when required by RailTel

5. Sets of training manual in two hard copies & two soft copies containing details of technical specification, installation & commissioning, 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 system specifications.

F. Final Commissioning- Go-live

The system shall be considered to be go-live after successful completion of the UAT, Shadow operation and issuance of acceptance certificate by RailTel. The successful bidder must go-live within time period of maximum 180 days. The payment to the IT-MSP will start after the successful go-live of the system and issuance of acceptance certificate by RailTel.

Any item of services not specifically mentioned, but considered essential for running of the services in all respects shall be deemed to be included in the scope of work. Any additional item, if required for running of services, shall be required to be provided by the bidder free of cost.

G. General System Guidelines

1. Bidder shall be responsible for the successful completion of the work as per the scope defined in this tender document.
2. 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.

H. Technical Response

The technical response shall be fully comprehensive and detailed and will include detailed specifications of the systems to be put in service.

I. Features and Capabilities of System

The specifications defined under Chapter-8 contain the necessary requirements of RailTel with regard to the features and capabilities of the system to be offered by the bidders. These will be carefully studied and commented upon by the bidder.

J. Compliance to Technical Requirements

In the offer, the bidder shall include NIL deviation certificate (Annexure-IX) 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:

1. "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 fulfill 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.
2. "NON-COMPLIANT," if systems and functions cannot meet the requirements. The bidder shall also state the reasons for it.
3. In addition to the above-mentioned compliance statements, wherever statement is given for some numerical parameter specified in tender, then bidder shall state the actual numerical value of specification as met by the offered systems/equipment.
4. In case of partially compliant or non-compliant bid, RailTel reserves the rights to **REJECT** the bid without assigning any reason.

K. Unclear Statements

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

L. Detailed Technical Information

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

M. Transition and Hand Over

After completion of contract or in the event of premature termination when a new IT-MSP is appointed, it shall be the responsibility of the existing IT-MSP to assist the new IT-MSP in smooth transitioning and hand-over during the Transitioning Period finalized by RailTel. Following is an indicative but non-exhaustive list of responsibilities that an existing IT-MSP has to perform with respect to transitioning and handover:

1. It shall be the responsibility of the existing IT-MSP to help, support and assist the new IT-MSP selected by the RailTel during the Transitioning Period, subject to a maximum period of 6 months. The existing IT-MSP shall transfer existing knowledge about deployed OSS/NMS & BSS solution, operations & maintenance, infrastructure and shall share all documents and related records with the new IT-MSP.
2. If required, the existing IT-MSP shall also make available the service of its employees and make best effort to arrange for support from associated third parties, if any to the new IT-MSP during the Transition Period.

3. Bidder to refer to the Exit Management clause 8.6 of chapter-8 for further details.

CHAPTER-4

BID PROCESS

1. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms and specifications in this Tender and study the Tender document carefully. Bid shall be deemed to have been submitted after careful study and examination of this Tender with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this Tender. Failure to furnish all information required by this Tender or submission of a Bid not responsive to this Tender in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which RailTel shall not be held responsible.

2. Bid Document & Cost:

This document can be downloaded from RailTel website <https://www.railtelindia.com> or www.railtel.enivida.com In that event, the bidders should pay the Application Fee of Rs. 11800 (inclusive of GST) and EMD of Rs 20,00,000/- for Tender document by means of electronic transfer media like NEFT, details are as under: -

Account No - 340601010050446
Account Name- RailTel Corporation of India Limited
Bank Name- Union Bank of India
Branch- Yusuf Sarai new Delhi
IFSC Code- UBIN0534064

Detail of tender cost and EMD should be uploaded on e-Tendering website along with "Part- A-Basic Eligibility Criteria" as per Annexure-2. Bid is liable to be rejected on grounds of non-payment of the cost of the bid document and EMD. In case of bidders being an MSE under registration of any scheme of Ministry of MSME, they are exempted from the submission of earnest money (EMD) and the Tender Cost. A valid CA certificate in this regard has to be submitted (Annexure Attached)

The Bidder shall bear all costs associated with the preparation and submission of the bid and RailTel will not be responsible for the costs, regardless the conduct or outcome of the bidding process. RailTel is not liable for any cost incurred by the bidder in replying to this Tender. It is also clarified that no binding relationship will exist between any of the respondents and the RailTel until the execution of the contract.

3. Clarification to Tender and Pre-Bid Queries:

a) The bidder should carefully examine and understand the specifications, terms and conditions of the Tender and may seek clarifications, if required. The bidders in all such cases shall seek clarification in writing in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender.

- b) All communications regarding points requiring clarifications and any doubts shall be given in writing to GGM/Marketing by the intending bidders before time and date mentioned in bid data sheet.
- c) No oral or individual consultation shall be entertained.

4. Rejection of the Bid: The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. Non submission of any item of Part A and Part B of bid.
- c. Non submission of EMD and tender Cost.
- d. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- e. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- f. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal.
- g. Non-submission of Pre-Contract Integrity Pact as per format given in Annexure-12.
- h. Submission of Price Bid with Technical Bid will lead to the rejection of the Bid.

5. Pre-Bid meeting:

- a) A pre-bid meeting of the intending bidders will be held as scheduled (refer bid data sheet) to clarify any point/doubt raised by them in respect of this RFP.
- b) No separate communication will be sent for this meeting. If the meeting date is declared as a holiday by the Government subsequent to issuance of Tender, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, RailTel will allow a maximum of 2 representatives who is having Authorization letter.
- c) RailTel has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- d) RailTel will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- e) RailTel will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the RailTel website and no individual correspondence shall be made. The clarification of RailTel in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the Tender and it will be binding on the bidders. It may, however, be noted that non-receipt of reply to the queries raised by any of the bidders shall not be accepted as a valid reason for non-submission of the bid. In addition,

non-reply to any query may not be deemed as a confirmation to the effect that the version of the bidder as reflected in the query has been accepted by RailTel.

6. Modification and Withdrawal of Bids: No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by bidders after opening of tender, the EMD will be forfeited by the bidder.

7. Clarification of offer: To assist in the scrutiny, evaluation and comparison of offers/bids, RailTel may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of RailTel in this regard shall be final, conclusive and binding on the bidder.

8. Issue of Corrigendum: At any time prior to the last date of receipt of bids, RailTel may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

9. MSME bidder: As per recommendations of GOI,

- 1) Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro or Small (MSE) as per public procurement policy and registered under provisions of the Policy. Bids received without EMD and Tender cost from bidders not having valid UDHYAM Aadhaar certificate for exemption will not be considered.
- 2) To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the Tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. In such a case they will have to submit EMD and Tender Cost).
- 3) MSME bidder has to submit a certificate duly certified a Chartered Accountant as enclosed in Annexure- 18.
- 4) As per the MSME guidelines, Public procurement policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.

10. Cancellation of Tender Process:

RailTel reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of RailTel in this regard shall be final, conclusive and binding upon the bidders.

RailTel reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any

liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RailTel action.

11. Corrupt and Fraudulent Practices:

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the RailTel and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RailTel of the benefits of free and open competition. The RailTel reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. RailTel reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

12. Period of Bid Validity:

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by RailTel. RailTel holds the rights to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, RailTel may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. A bidder may refuse the request of extension without forfeiting its Earnest Money Deposit. In this case the Earnest Money Deposit of the bidders will be returned after completion of the process.

13. No Commitment to accept Lowest or any Bid:

RailTel shall be under no obligation to accept the lowest or any other offer received in response to this Tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. RailTel reserves the right to make any changes in the terms and conditions of Tender before opening via corrigendum. RailTel will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

14. Errors and Omissions:

Each Recipient should notify RailTel of any error, omission, or discrepancy found in this Tender document in the form of pre-bid queries within the time as given in control sheet.

15. Language of Bids:

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the RailTel shall be in English language only.

16. Authorized Signatory:

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney. The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with RailTel, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary/Director along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with RailTel, raise invoice and accept payments and also to correspond. The bidder shall furnish proof of signature identification for above purposes as required by RailTel.

17. Amendment to Bidding Document:

- 1) At any time prior to deadline for submission of Bids, RailTel, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 2) Notification of amendments will be made available on RailTel's website and will be binding on all bidders and no separate communication will be issued in this regard.
- 3) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, RailTel, at its discretion, may extend the deadline for a reasonable period as decided by RailTel for the submission of Bids.

18. Bid System: Bid shall have the following parts:

- **Basic Eligibility Criteria:** Indicating their basic eligibility required as per tender. The format for submission of confirming to Eligibility Criteria is as per Annexure-2.
- **Technical Proposal:** indicating the response to the Technical specification. The format for submission of conforming to Technical Specification is as per Annexure-7.
- **Commercial Bid:** Furnishing all relevant information as required as per Commercial Bid as per Annexure-11. Details for submission of Commercial bid is as per Annexure-11.

19. Preparation of Bids:

- 1) The Bid shall be typed or written in English language shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- 2) The two parts as stated above should be prepared and uploaded on Tendering site in appropriated place well before last date. Waiting till last moment may sometime cause

issue with submission of documents and RailTel will not be liable for any network/internet problem faced by the bidder in last moment.

- 3) All the pages of Bid including Brochures should be made in an organized, structured, and scanned neatly. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication will be liable for rejection. Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

A. Conforming to Eligibility Criteria:

- Before submitting the bid, the bidders should ensure that they confirm the eligibility criteria as stated in Tender (Annexure-2). Only after satisfying themselves of the eligibility, the Offer should be submitted.
- The Conformity to Eligibility Criteria must contain Electronic payment the cost of the Bid document as stated in bid data sheet above and EMD. The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for, as per Annexure-2.
- After ensuring the above, bidder should upload the documents on Tendering site.

B. Technical Proposal:

- Technical Proposal should be submitted following the instruction contained in Annexure-7. Relevant technical details and documentation should be provided along with Technical Proposal.
- The offer may not be evaluated and may be rejected by RailTel without any further reference in case of non-adherence to the format or partial submission of technical information as per the annexure given in the offer.
- If the offer of the Bidder is different from the requirement/ scope furnished in the Tender, the bidder has to substantiate the same in detail, the reason for such deviations. RailTel shall not allow / permit changes in the technical specifications once it is submitted.
- The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure-7. Technical Proposal should be complete and should cover all products and services.

C. Commercial Bid:

- The Commercial Bid should be clearly scanned and uploaded in respective table of the Tendering site.
- Price Bid shall be submitted as per price Bid format and other terms and conditions of RFP on prices. The price Bid should give all relevant price

information as per Annexure-11. Any deviations from the Commercial bid / non-submission of prices as per the format shall make the bid liable for rejection.

- Bidder must take care in filling price information in the Price Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- Any change in the Price Bid format may render the bid liable for rejection. The Price Bids that are incomplete or conditional are liable to be rejected.
- The Bidder should indicate the taxes, to be paid by RailTel.

Note:

- The Technical bid should be complete in all respects and contain all information asked for. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- Details of Tender Fee, EMD and Pre-Contract Integrity Pact should invariably be uploaded on Tendering site.
- If price bid is not uploaded on Tendering site, this will constitute grounds for declaring the bid non-responsive.
- RailTel reserves the right to resort to re-Tendering without providing any reason whatsoever. RailTel shall not incur any liability on account of such rejection.
- Canvassing of any kind or Bid submitted with false information will be a Tender disqualification.
- Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to RailTel for the products proposed to be supplied for the project.
- The bidder shall not use products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- RailTel reserves the right to resort to re-Tendering without providing any reason whatsoever. RailTel shall not incur any liability on account of such rejection.
- Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.
- **If price bid is submitted along with technical bid then the bidder will be disqualified and proposal will not be evaluated.**

20. Adoption of Integrity Pact:

RailTel has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with RailTel, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with the technical bid, the offers may be rejected. The essential ingredients of the Pact include:

- Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- Principal to treat all bidders with equity and reason.
- Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- Bidders not to pass any information provided by the principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- In case of foreign contractor, details of their Indian counterpart should be submitted to RailTel by the bidder. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e., from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e., final payment. Format of IP is attached as Annexure – 12 for strict compliance.
- All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with RailTel on the date of opening of Tender.

21. Submission of Bids:

The bid should be submitted on Tendering website well ahead of last date of bid submission to avoid any problem related to network failure or any technical glitch. If the last day of submission of bids is declared as a holiday under by the Government subsequent to issuance of Tender, the next working day will be deemed to be the last day for submission of the Tender.

22. Bid Opening:

Conformity to Eligibility Criteria, Technical Bid and Price Bid will be opened on Tendering website as per scheduled mentioned in bid data sheet.

CHAPTER-5

SELECTION OF BIDDER

1. Preliminary Scrutiny:

- a) RailTel will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of Tender, whether the documents have been properly signed, whether items are offered as per Tender requirements and whether technical documentation as required to evaluate the offer has been submitted.
- b) Prior to detailed evaluation, RailTel will determine the responsiveness of each Bid to the bidding document. Responsiveness means that the bid conforms to all terms and conditions of the Eligibility Criteria and bidding document is submitted without any material deviations.

2. Clarification of Offers:

- a) During the process of scrutiny, evaluation and comparison of offers, RailTel may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to RailTel and submit the relevant proof/supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by RailTel.

3. Bidders Presentation /Site Visits / Service Demonstration:

- a) RailTel will call for a Presentation/Site Visits/Product Demonstration on the features and functionalities from those Bidders who have qualified the Eligibility Criteria.
- b) Bidders are further required to be in preparedness to demonstrate the proposed solution by arranging for product walk-through at their own installations/ principals/ R&D labs duly meeting the specific requirements/issues raised by RailTel. RailTel may at its discretion, as a part of the technical evaluation may request either all bidders or any of them to arrange for the live demonstration of their product more than once if felt necessary before Price evaluation.
- c) Bidders will arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features and performance to RailTel at their own cost. RailTel may require onsite reference visit or a Telephonic conversation with the concerned.
- d) All expenses incurred in connection with the above shall be borne by the bidder. However, RailTel will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.
- e) Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of RailTel. The decision of RailTel in this regard shall be final and, in this regard, no correspondence shall be entertained.

4. Evaluation of Bid:

a) Selection Process

H-1 Bidder will be selected based on the highest scoring bidder emerged after the evaluation process. Scoring model will be used for the evaluation where weightage to Technical score will be 60 percentile and weightage to Price score will be 40 percentile.

b) Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most technically qualified and cost-effective solution over contract period that appropriately meets the requirements of RailTel. Eligibility Evaluation, Technical Evaluation as mentioned in Annexures and Price bid evaluation will be done and the bidders will be shortlisted based on their responses. Those bidders satisfying the technical requirements as determined by the Railtel and accepting the terms and conditions of this document shall be declared technically qualified and will be eligible for commercial stage of evaluation.

c) Eligibility Evaluation

RailTel will evaluate the eligibility response of bidders as per the basic eligibility criteria Annexure-2 mentioned in the Tender.

d) Technical Evaluation

- a. RailTel will evaluate the technical responses of the bidders who are found eligible as per the eligibility criteria mentioned in the Tender.
- b. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

In QCBS method or Technical Eligibility based on Scoring, the score-sheet will be mentioned in detail as per details given below. Based on the scoring, the bidder will be either technically eligible or ranked as T1/ T2/T3 etc.

Gro Up	Criteria	Max Marks	Document Required
1	No. of Implementation of proposed solution in last 5 financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22,2022-23 (As on bid submission date) in India. (For each completed Implementation, 05 marks will be awarded).	10	Copy of Work order along with completion certificate from client.
2	Bidder to have in-house BSS software development team (only permanent employees of the bidder will be counted). Details of Team along with qualification, area of expertise and	10	Self undertaking from HR.

	<p>experience need to be submitted 8 employees will have five marks, thereafter one additional employee will have 0.5 marks.</p>		
3	<p>Experience in implementation of BSS projects in government agency such as Centre/State Govt, PSUs, etc. (Customer PO/LOA/Agreements/completion certificate is required to be submitted). The bidder should also have experience of NMS and Ticketing tool. Each PO will have five marks.</p>	10	Copy of Work order along with completion certificate from client.
4	<p>The bidder must have put in service 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>a. Three works* each costing not less than the amount equal to 30% of advertised value of the tender, or</p> <p>b. Two works* each costing not less than the amount equal to 40% of advertised value of the tender, or</p> <p>c. One work* each costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>10 marks will be allocated for achieving any of the above criteria.</p> <p>*Work shall be defined as implementing and providing services of BSS.</p>	10	Copy of Work order along with Go live certificate from client and Statutory Auditors certificate for value of work completed for required amount.
5	<p>Relevant Past Experience: Experience in managing the subscribers using BSS projects:</p> <p>>=1 to 3 years = 5 marks >3 to 7 years = 8 marks >7 years = 10 marks</p>	10	Copy of Work order along with completion certificate from client.
6	<p>Cumulative turnover of the bidder in last three financial years FY 20-21, FY 21-22, FY 22-23 or (as per the latest last three published audited balance sheets). Rs 22.50 Cr will have 5 marks and thereafter each 5 Cr will have one marks.</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), Rs 7.50 Cr will have 5 marks and thereafter each 3 Cr will have one marks. Certificate of Startup issued by Department of Industries</p>	10	CA certificate along with UDIN.

	Policy and promotions, Ministry of Commerce and Industries.		
7	The Bidder having CMMi level 4/5 certificate. CMMi level 4 = 3 marks CMMi level 5 = 5 marks	5	Copy of Certificate to be attached.
8	The Bidder should have managed the BSS software for minimum customer base of 5 lacs in one project for Government/Government agency/ Public Sector Enterprise/ Telecom Operators or any other organization. Each certificate will have 5 marks	10	Client certificate to be submitted
9	Technical Presentation: Quality of Presentation, Understanding of RailTel's requirement, Delivery approach and methodology and Project Governance. Technical Presentation and showcasing of their BSS application already deployed for other customers.	15	To be attached
10	Demonstration and Site Visit: Demonstration of the proposed solution/product with in-depth understanding of RailTel's project technical and functional requirements as per the scope. Site visit of the location/ office where proposed solution is implemented by the bidder is to be arranged by the bidder in consultation with RailTel. Necessary approval and appointment for site visit is to fixed by the bidder. Site visit charges incurred on officials visiting the site will be borne by RailTel.	10	Name of the site may be mentioned
	Total Marks:	100	

Bidder has to score minimum 50% marks in each of the criteria. The evaluation/selection process will be done with combination of technical competence and Price aspects as detailed here below. A maximum of 100 marks will be allocated for the technical bid. The evaluation of functional and technical capabilities of the bidders of this Tender will be completed first as per the following guidelines.

Technical scoring will be done as per the criteria given below:-

Total marks	100
Minimum marks for qualifying criteria	70% of Total marks in total score

Once the evaluation of technical proposals is completed, the bidders who score more than 70 marks in total (out of 100) will only be short-listed. In case, none of the participating bidders qualify on technical criteria and not more than one bidder reach or exceed the cut-off score of 70%, then RailTel, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 60%. In case at least 2 participants are not found with score above 60%, Railtel has discretion to either decide a lower cut off or cancel the entire process and RailTel reserved the right

to go in for re-Tendering process.

e) Technical Scoring Criteria (Technical Evaluation Matrix)

During technical evaluation, the following to be kept in view: -

- The requirements are given in Annexure-8.
- The bidders should provide their response ('Y' or 'N') to the questionnaire in the column "Compliance" in Annexure 1.
- RailTel will open the bids, in the presence of Bidders / their authorized representatives who choose to attend, at the time and date mentioned in Bid document at the address mentioned in Bid document.
- 60:40 T1-L1 scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by RailTel under Technical Evaluation Matrix chart will be given 60% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Price Cost as explained below will be given 40% weightage and shall be called Weighted Price Score (WCS).
- The bidder with the highest aggregate score of the WTS and WCS will be selected as "H-1 Bidder" and shall be declared as the Successful Bidder.
- At the time of opening of bids, the bidders/their representatives, who are present, shall sign the register evidencing their attendance.
- Only those bidders achieving at least 70% total score (or as per relaxation given by RailTel) in the Technical Evaluation Matrix will be short-listed.
- The marks obtained in Technical Evaluation Matrix will be given a weightage of 60%.

f) Price Evaluation

The format for quoting Price bid set out in respective annexure. The Price offer should consist of comprehensive Cost for required solution.

Under **QCCBS (Evaluation under Combined Quality Cum Cost Based System)**, the technical proposals will be allotted weightage of 60% while the financial proposals will be allotted weightage of 40%.

Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

Highest point basis: On the basis of the combined weighted score for quality and cost, the bidder

shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed:

In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 60:40. In response to the Tender, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 80, 70 and 76 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

A: Rs.100.00

B: Rs.110.00

C: Rs.120.00

Using the formula LEC/EC, where LEC stands for lowest evaluated cost and EC stand for evaluated cost, the committee gave them the following points for financial proposals:

Step 1: Normalized Price Score

A: $100 * 100/100 = 100$ points

B: $100 * 100/110 = 90.91$ points

C: $100 * 100/120 = 83.30$ points

Step 2: In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $80 \times 0.60 + 100 \times 0.40 = 88$ points

Proposal B: $70 \times 0.60 + 90.91 \times 0.40 = 78.36$ points

Proposal C: $76 \times 0.60 + 83.30 \times 0.40 = 78.90$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 88 points: H1

Proposal B: 78.36 points: H3

Proposal C: 78.90 points: H2

Proposal A at the evaluated cost of 88 points was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

Tender will be awarded to the H1 bidder.

5. **Determination of H1 Price:**

- a) On completion of evaluation process of Techno-Commercial bids and based on any other clarification submitted by the Bidder in response to RailTel's query, the contract will be awarded to the H1 Bidder as stated above.
- b) RailTel does not bind itself to accept the highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- c) RailTel reserves the right to re-Tender without assigning any reasons whatsoever. RailTel shall not incur any liability to the affected bidder(s) on account of such rejection. RailTel shall not be obliged to inform the affected bidder(s) of the grounds for RailTel's rejection.

6. Acceptance of Offer:

- a) RailTel reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- b) RailTel will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.
- c) The bids received and accepted will be evaluated by RailTel to ascertain the best and highest bid in the interest of RailTel. However, RailTel does not bind itself to accept the highest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. RailTel reserves the right to re-Tender the Tender with or without modification.
- d) The bidder including those, whose Tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though RailTel may elect to modify/withdraw the Tender.

7. Right to Alter Scope:

In the event of changes in the regulatory guidelines, RailTel reserves the right to update the requirement or generation of additional report or configuration at the same rate arrived at on the same Terms & Conditions of this Tender.

8. Award of Contract:

- a) The bidder who has scored H1 score and accepted by RailTel will be referred to as the successful Bidder.
- b) The contract shall be awarded and the order shall be placed on selected Bidders.
- c) The successful Bidder shall submit the acceptance of the order within 7 days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the successful Bidder shall be the date of acceptance of the order by the bidder.
- d) RailTel reserves its right to consider at its sole discretion the late acceptance of the order by successful Bidder/s.

9. Project team of IT-MSP:

- a) The Project team assigned should have experience in end- to-end implementation /management of similar solution.

- b) The selected Bidder shall nominate a Project Manager, who shall be having at least seven years' experience in the Information Technology field, out of which he/she should have minimum two years' experience in the related Projects.
- c) The selected bidder shall ensure adequate resource on all working days for addressing the complaints / issues escalated by users on behalf of RailTel as well as Complaints lodged by Customers online in Customer grievance portal of RailTel.
- d) The selected Bidder should ensure that the members of Project team are actively involved in the conduct of the project throughout the period of the contract. All members proposed by the Bidder should be permanent employees on the rolls of the bidding organization. No part of the engagement shall be outsourced by the selected Bidder to any third-party bidder.
- e) During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of RailTel by providing other staff of same level of qualifications and expertise. However, RailTel reserves the right to insist the selected Bidder/store place any team member with another (with the qualifications and expertise as required by RailTel) during the course of assignment.
- f) The bidder should ensure payment of minimum wages to their employees who are engaged in this project in consonance with the rules prescribed by Central Govt. from time to time. The duty hour of the employee should also be in conformity with the Central Govt. minimum wages act. A declaration to this effect has to be submitted by the bidder while responding to this Tender. The bidder must ensure the payment of PF & other statutory benefits to the employees employed by them. RailTel reserves the rights to inspect salary slip & payment certificates of the employees engaged at any point of time.”

10. **Project Plan:**

- a) RailTel shall place order to the selected Bidder. The selected Bidder shall depute its officials at within 7 days from the date of acceptance of the Order and to arrange for the kick off meeting. During the said meeting the selected Bidder has to give a brief technical overview / presentation regarding the technical methodology being adopted by them and submit a detailed PERT chart with core team members list.
- b) The project plan should indicate the milestones and time frame of completion of the different activities of the project. The selected Bidder is required to give details of the project management methodology, monitoring standards and methodology along with the quantum of resources to be deployed for the project, qualifications, experience of personnel deployed, team members list, etc.

11. **Deliverables:**

- a) Any licenses, if required for the offered solution, need to be provided by the successful Bidder at no extra cost to RailTel. The successful Bidder is solely responsible for any legal obligation related to licenses for solution proposed as implemented by the Bidder.
- b) In case the Bidder is coming with software which is not his propriety software, then the Bidder/s must submit evidence in the form of agreement he has entered into with the software bidder which includes support from the software bidder for the proposed software for the full period required by RailTel.

- c) Bidder/s should ensure the latest software and hardware for the solution with capability to take the present and future load efficiently with daily uptime of 99.50%. If Bidder is not able to meet the uptime, a penalty may be levied or contract may be terminated at the discretion of RailTel as per Clause no. 8.8.1.
- d) Any breach of contract may entail the payment of Liquidation Damages on the part of the Bidder.

CHAPTER-6

TERMS AND CONDITION

1. **Order Detail:** The purchase order will be placed by RailTel Corporation of India Limited, New Delhi in the name of selected bidder as per requirement. The payment will be made by Corporate Office and the Performance Bank Guarantee will be submitted in the same office. Any decision of RailTel in this regard will be final & conclusive and binding upon the bidder.
2. **Contract Period:** The tenure of the Contract will be for a period of 5 (Five) years from the date of go-live unless terminated earlier by RailTel by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation there for. However, after the completion of initial period of 5 (Five) years, the contract may be extended/renewed for further period of 2 years on mutually agreed terms and conditions. Decision of RailTel in this regard will be final and binding on the selected bidder.
3. **Single Point of Contact:** The selected bidder shall appoint a single point of contact, with whom RailTel will deal, for any activity pertaining to the requirements of this Tender.
4. **Taxes:**
 - 4.1 Deleted
 - 4.2 Tenderers are requested to quote under the following terms: -
The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.
 - 4.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
 - 4.4 Deleted
 - 4.5 **GST related clause:**
 - 4.5.1 If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.
 - 4.5.2 CGST/SGST/IGST/GST should be quoted extra if applicable.
 - a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.

b) The tenderer while quoting for tenders should give the following declaration:

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly”.

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

“We hereby declare that additional set off/input tax credit to the tune of Rs. _____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.”

If any surcharge on tax is applicable the same should be indicated clearly.

4.5.3 Deleted

4.5.4 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

4.5.5 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

4.5.6 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

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

4.5.8 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).

4.5.9 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.

4.5.10 Deleted

4.5.11 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 withhold the dues/payments of bidder and make payment of 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.

5. **Effective Date:** The effective date shall be date of acceptance of the order by the successful Bidder. However, the successful bidder shall submit the acceptance of the order within seven days from the date of receipt of order.
6. **Project Execution:** RailTel and the successful Bidder shall nominate a respective Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given.
7. **Performance Bank Guarantee:**
 - a) The successful bidder will have to submit Performance Guarantee of amount of 10% of Total order value valid for a period of 60 months plus claim period. Bidder to submit PBG within 15 days from the date of acceptance of the Purchase Order. Claim period of PBG should be one year higher than its expiry period.
 - b) RailTel Guarantee issued by the issuing Bank on behalf of Bidder in favor of RailTel shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, which cannot be verifiable through SFMS will be summarily rejected.
 - c) If Performance Guarantee is not submitted within the time stipulated above, penalty at 0.5% + GST for each completed calendar week of delay or part thereof will be deducted from the payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 10%.
 - d) The successful Bidder shall be responsible for extending the validity date and claim period of RailTel guarantees as and when it is due, on account of non-completion of the project.
 - e) Bank guarantee will be returned to the bidder on completion of the contract period.
 - f) RailTel shall invoke Bidder's Performance bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful Bidder/s fails to complete his obligations under the contract. RailTel shall notify the successful Bidder/s in writing before invoking Bidder's Performance bank guarantee.
 - g) EMD will be returned only when PBG will be submitted by the successful bidder. If in case,

successful bidder fails to submit the PBG within stipulated time then EMD will be forfeited.

8. Technical Documentation:

- a. The Bidder shall deliver the following documents to RailTel for every firmware/software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- b. The bidder shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable.
- c. The Bidder should also provide the MIS reports as per requirements of the RailTel. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Bidder to RailTel, free of cost in timely manner. The bidder shall develop customized documentation as per requirement, if desired by the RailTel.
- d. Bidder should provide the latest source code of the system every 6 months to the Technical coordinator from RailTel.

9. Execution of Agreement:

- a. Within 15 days from the date of acceptance of the Order, the successful Bidder/s shall sign “Contract Agreement” with RailTel at the time, place and in the format provided by RailTel. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of RailTel and also rejection of the successful Bidder/s.
- b. The Contract Agreement shall include all terms, conditions and specifications of Tender and also the Price Bid and Price, as agreed finally after Bid evaluation and negotiation if necessary. The Contract shall be executed in English language in one original, RailTel receiving the duly signed Original and the successful Bidder/s receiving the photo copy. The contract shall be valid till all contractual obligations are fulfilled.
- c. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

10. Exit Option and Contract Re-Negotiation:

RailTel reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- a) Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;

- b) Delay in commissioning project beyond the specified period;
- c) Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods; RailTel shall notify selected bidder with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute. In addition to the cancellation of purchase order, RailTel reserves the right to appropriate the damages through encashment of EMD / Performance Guarantee given by the Selected Bidder. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. RailTel shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration. RailTel and the Selected Bidder shall together prepare the Reverse Transition Plan. However, RailTel shall have the sole decision to ascertain whether such Plan has been complied with. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected Bidder to RailTel or its designee to ensure smooth handover and transitioning of RailTel's deliverables, maintenance and facility management. However, during transitioning period payment will be made to vendor as per payment terms.

11. **Project Timelines:** The timelines of implementation of the project shall be submitted along with the Tender submission in the following format.

Stage	Activity	#Weeks Required for the activity	Cumulative Project duration (weeks)	Total Time period for completion of the Project
1.	Submission of detailed Project Plan.	1	1	Within 1 weeks of acceptance of purchase order to the Bidder.
2.	Hardware/Software installation/ Configuration, Software development & installation.	6	7	Within 7 weeks of acceptance of purchase order to the Bidder.
3.	Implementation and customization of the solution.	6	13	Within 13 weeks of acceptance of purchase order to the Bidder.
4.	User Acceptance testing.	3	16	As per RailTel discretion.

The complete solution should be ready for deployment within 16 weeks from the date of acceptance of the purchase order to the bidder. In case RailTel confirms to not implement any specific module from Scope of Tender for the time being, the same needs to be implemented within 2 weeks of RailTel request.

- a) If however, the delay is caused by any action pending from the RailTel end, the corresponding period will not be considered while calculation of delay period.

- b) All the software used by the Bidder shall be legal and Bidder shall give indemnity to that effect.
 - c) The solution is considered accepted (Commissioned and Operationalized) after signing the Acceptance Test document jointly by the representatives from RailTel and the selected bidder. The functional level checking for individual module may be included during the acceptance test. Upon satisfactory working of system RailTel will issue Provisional Acceptance Certificate and go live certificate. Go live certificate shall be submitted by the bidder along with the bills for payment.
12. **Penalty:** Successful bidder should be providing an uptime of 99.50% (24x7x365), calculated on a monthly basis. Any downtime due to RailTel dependency will not be considered as downtime.
- a. **Penalty for downtime:** Penalty will be charged at an incremental rate of 1% of cost of monthly recurring payment for every 1% lower than the stipulated uptime.
13. **Preventive Maintenance:** During the contract period the bidder shall conduct preventive maintenance checks for the software once in every 3 months basis. The report of the check shall be submitted to RailTel.
14. **Order Cancellation (Termination):** RailTel reserves its right to cancel/terminate the Order/Agreement in the event of occurrence of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to RailTel alone:
- a. The Bidder commits a breach of any of the terms and conditions of the Work Order/Agreement;
 - b. The selected Bidder/Vendor commits a material breach of any of the terms and conditions of the Letter of Intent/Purchase Order/Agreement/ SLA; Here "MATERIAL BREACH" means "any one or more events, conditions or circumstances which, in the opinion of RailTel, could reasonably be expected to adversely affect in any material respect implementation of solution and the ability of the Vendor to observe or perform any of its material obligations under Tender/agreement/contract or the legality, validity, enforceability, priority or effectiveness of any of the Obligations of the Bidder".
 - c. The Bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.;
 - d. Serious discrepancy in the quality of service of the Bidder expected during the implementation, rollout and subsequent maintenance process;
 - e. The Bidder goes into liquidation voluntarily or otherwise;
 - f. An attachment is levied or continues to be levied upon the Bidder for a continuous period of 7 days upon the effects of the order;
 - g. The progress regarding execution of the order by the Bidder is found to be unsatisfactory;
 - h. Non-compliance by the Bidder of the scope of the work;
 - i. Repetitive failure of the deployed personnel of the Bidder to perform the job to the satisfaction of RailTel;
 - j. The Bidder fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
 - k. On the events of data piracy/privacy/system failures/security failures;
 - l. If deductions on account of liquidated damages exceed more than 10% of the total order

price.

In case of cancellation/termination of Order/Agreement due to the above stated situations, the following consequences will entail:

- i. In case the Bidder fails to deliver the offered solution and resources as stipulated in the delivery schedule, RailTel reserves the right to procure solution from alternate sources at the risk, cost and responsibility of the Bidder with the capping of 125% of the value of tender for such deliverable.
- ii. If the Bidder does not perform satisfactorily or delays in execution of order, RailTel reserves the right to get the balance order executed by another party of its choice. This clause is applicable, if for any reason, the order is cancelled.
- iii. RailTel reserves the right to recover any dues payable by the Bidder under the contract from any amount outstanding to the credit of the Bidder, including the bills and /or invoking the Performance Bank Guarantee under this Agreement.
- iv. Bidder would also be required to compensate RailTel for any direct loss suffered by RailTel due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by RailTel to appoint any other Bidder.

15. Termination for Convenience:

RailTel, by a written notice for a period of 90 (Ninety) days sent to the Bidder, may terminate the said Agreement/Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the RailTel convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.

16. Termination for Insolvency:

RailTel may at any time terminate the said Agreement/Contract by giving a written notice of 90 (ninety) days to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to RailTel.

17. Termination for Default:

RailTel, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract. In case of Termination for Default, RailTel will provide notice period of Ninety (90) days inclusive of a cure period of Thirty (30) days. However, it is clarified that the notice should specifically contain that the Ninety (90) days period for cancellation is inclusive of a cure period of Thirty (30) days, if the Bidder fails to cure within Thirty (30) days' time, then the notice for cancellation will become absolute. For the sake of clarity, the period of 90 (Ninety) days will begin from the date of receipt of termination/cancellation notice in accordance with Clause no. 14 of this Agreement. Any other mode of communicating termination/cancellation of the Agreement will be deemed to be invalid.

18. Consequences /Effects of Termination:

a) In the event of termination of the said Agreement/Contract due to any cause whatsoever, (whether consequent to the stipulated terms of the said Agreement/Contract or otherwise), RailTel shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the said Agreement/Contract.

b) In the event that the termination of the said Agreement/Contract is due to the expiry of the term of the said Agreement/Contract, a decision not to grant any (further) extension by RailTel, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as RailTel may specify including training, where the successor(s) is a representative/personnel of RailTel to enable the successor Bidder to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

c) Nothing herein shall restrict the right of RailTel to invoke the Performance Bank Guarantee and other guarantees and/or securities furnished by the Bidder, enforce the Indemnity and pursue such other rights and/or remedies that may be available to RailTel under the Law(s) for the time being in force or otherwise.

d) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the said Agreement/Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

e) On termination of contract, the Bidder shall immediately ensure safe /secure hand over of RailTel specific transaction / subscribers/ANP/MSP data to the RailTel and thereafter ensure destruction of RailTel specific transaction / subscribers/ANP/MSP data stored by them by promptly removing them from their system within the mutually agreed timelines specified by the RailTel. For this the Bidder shall use a best industry practice, which complies with applicable regulatory guidelines, laws and regulations and which is also acceptable to the RailTel. The Bidder shall obtain prior approval from the RailTel regarding the same. RailTel specific transaction / subscribers/ANP/MSP destruction and its transfer/hand over process shall be in RailTel specified format and must be logged and Audit trail to be maintained by the Bidder as per the prevalent regulatory guidelines, which has to be provided by them to RailTel or its auditor or any Regulatory/Statutory body whenever demanded.

19. Training:

The bidder shall provide training to officials of RailTel on quarterly basis or as per requirement. The training should cover trainer's training, features include hands-on training. Training will have to be provided at RailTel premises or external sites acceptable to RailTel at bidder's cost. The bidder will have to prepare all training material along with exhaustive User Manuals and job-card for different functions/modules of the offered solution.

20. Terms & Conditions:

- a) **Adherence to Terms and Conditions:** The Bidders who wish to submit responses to this TENDER should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the Tender. If the responses contain any extraneous conditions put in by respondents, such responses may be disqualified and may not be considered for the selection process.
- b) **Period of Contract:** The period of contract is for 5 years and can be extended based on the satisfactory performance of the bidder for upto another 2 years with the same terms & conditions at the sole discretion of RailTel. However, there shall be a yearly review of the performance of the Bidder by the RailTel.
- c) **Professionalism:** The bidder should provide professional, objective and impartial advice and alerts at all times with regard to the RailTel business, govt. regulations, market requirement and hold the RailTel's interest paramount and should observe the highest standard of ethics, values, and code of conduct, honesty and integrity while executing the assignment.
- d) **Adherence to Standards:** The bidder/s should adhere to approved standards in the process and delivered goods. RailTel reserves the right to ascertain information from the other organization and institutions to which the Bidder/s have rendered their services for execution of similar projects.
- e) **Expenses:** It may be noted that RailTel will not pay any expenses / charges/ fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses under any circumstances.
- f) **Single Point of Contact:** The successful Bidder/s has to provide details of single point of contact viz. name, designation, address, email address, telephone/mobile no., fax no. etc.
- g) **Authorized Signatory:** The successful Bidder/s shall indicate the authorized signatories who can discuss and correspond with RailTel, with regard to the obligations under the contract. The successful Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with RailTel. The Bidder shall furnish proof of signature identification for above purposes as required by RailTel.
- h) **No Employer-Employee Relationship:** The Bidder or any of its holding/subsidiary/joint-venture/affiliate/group/ client companies or any of their employees / officers / staff / personnel representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with RailTel or any of its employees/officers/ staff/representatives/ personnel/agents.
- i) **Vicarious Liability:** The successful Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in RailTel shall accrue or arise, by virtue of engagement of employees,

agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the RailTel shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold RailTel, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to RailTel through the action of Bidder's employees, agents, contractors, subcontractors etc.

21. 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.

- The payment cycle for the Successful Bidder would start after completion of shadow operation.
- In case bidder is not able to go-live the system within 180 days, RailTel reserves the right to terminate the contract and forfeit the PBG.
- Payment shall be released on monthly basis within 15 days of invoice deducting penalty if any after due verification by RailTel.
- Payment of development charges will be made by RailTel based on the successful delivery of the requirements by the bidder. If no development/customization work is done by the bidder in that particular month, no payment will be made by the RailTel. The payment of the development charges will be made by RailTel on the man-days effort. The cost per man-day will be driven from clause B, Annexure-11, Price Bid format. Per man day price will be Total development charges (as per Clause B Annexure-11) divided by 1000 man-days. Each development as requested by RailTel shall be estimated by the bidder in terms of man days and shall be agreed by RailTel.

CHAPTER-7

GENERAL CONDITIONS

1. **General Order Terms:**

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to RailTel immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to RailTel. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with RailTel and the decision of RailTel shall be final.

2. **Intellectual Property Rights:**

- a. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.
- b. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for RailTel the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse RailTel for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by RailTel for procuring an equivalent equipment in addition to the penalties levied by RailTel. However, RailTel shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the RailTel to use the proposed solution.
- c. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive

obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

- d. The bidder acknowledges that business logics, work flows, delegation and decision making processes of RailTel are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

3. Indemnity:

Selected bidder shall indemnify, protect and save RailTel and hold RailTel harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:

- a. An act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- b. Breach of any of the terms of this TENDER or breach of any representation or warranty by the Vendor,
- c. Use of the deliverables and or services provided by the Vendor,
- d. Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

Vendor shall further indemnify RailTel against any loss or damage to RailTel premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify RailTel against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on RailTel for malfunctioning of software or deliverables at all points of time, provided however,

- a) RailTel notify the vendor in writing immediately on becoming aware of such claim,
- b) The Vendor has sole control of defence and all related settlement negotiations,
- c) RailTel provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- d) RailTel does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to RailTel (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The vendors should indemnify RailTel (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from: Non-compliance of the vendor with Laws / Governmental Requirements IP infringement Negligence and misconduct of the Vendor, its employees, and agents Breach of any terms of TENDER, Representation or Warranty Act or omission in performance of service.

Further,

- a) Vendor's aggregate liability in connection with obligations undertaken as a part of the Tender regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.
- b) Vendor's liability in case of claims against RailTel resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited
- c) RailTel shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of obligation under the Tender.
- d) Under no circumstances RailTel shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if RailTel has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- e) Subject to any law to the contrary, and to the maximum extent permitted by law RailTel shall not be liable to vendor for any consequential/ incidental, or indirect damages arising out of this agreement. Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by RailTel arising out of claims made by its customers and/or regulatory authorities. The vendor shall not indemnify RailTel for
 - I. Any loss of profits, revenue, contracts, or anticipated savings or
 - II. Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of RailTel would be considered as a "direct" claim

4. Audit By Third Party:

RailTel reserves the right for audit from RailTel and/or third party and/or regulatory body. It shall be responsibility of the bidder to cooperate and provide necessary information and support to the auditors. The bidder must ensure that the audit observation is closed on top priority and to the satisfaction of RailTel, regulator and its appointed auditors. Extreme care should be taken by the bidder to ensure that the observations do not get repeated in subsequent audits. Such noncompliance by bidder shall attract suitable action by RailTel.

5. Inspection and right to audit:

- a. The bidder shall keep complete and accurate records in connection with the services provided to RailTel. All said records shall be kept on file by the bidder for the contract period from the date the services are provided to RailTel.
- b. The bidder shall, upon reasonable notice, and by mutual consent, allow the RailTel, its management, its auditors and/or its regulators, the opportunity of inspecting, examining and auditing of solution, the bidder's operations and business records which are directly relevant to the services and financial agreements.
- c. RailTel shall give minimum one-day intimation for conducting the audit to the bidder.

The audit by the RailTel shall be allowed to be done all days.

6. Conflict Of Interest:

RailTel requires that the Bidder provide professional, objective, and impartial advice and at all times hold RailTel's interest paramount, strictly avoid conflicts with other Assignment(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from RailTel. The Bidder have an obligation to disclose any situation of actual or potential conflict in assignment, activities and relationships that impacts their capacity to serve the best interest of RailTel, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose the said situations and if RailTel comes to know about any such situation at any time, it may lead to the termination of its Contract during execution of the said assignment.

7. Limitation of Liability:

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to RailTel arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure RailTel's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/RailTel's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to any third-party claims mentioned below:
 - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b. Damages occasioned by the gross negligence or willful misconduct of Service Provider.
 - c. Damages occasioned by Service Provider for breach of confidentiality obligations.
 - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project. "Gross Negligence" means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence. "Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this TENDER/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

8. No Right to Set Off:

In case the Bidder has any other business relationship with RailTel, no right of set-off, counter-claim and cross-claim and or otherwise will be available to the Bidder under this arrangement with RailTel for any payments receivable under and in accordance with that

business.

9. Violation Of Terms:

RailTel clarifies that RailTel shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement/Contract. These injunctive remedies are cumulative and are in addition to any other rights and remedies RailTel may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

10. Sub-Contracting:

The Bidder with the explicit written permission of RailTel may have back to back arrangement/ sub-contracting for ensuring smooth and hassle free services under the scope of work defined herein. The Agreement between RailTel and Bidder is agreed to done on Principal to Principal basis and the Bidder shall be solely responsible for the act and omission of such back to back arrangement or third party sub-contractor. No payment will be made by RailTel to such back to back arrangement and the third party Bidder (s) for their services. The Bidder shall enter into reciprocal agreement with such subcontractors and /or back to back arrangement with such service facilitator. It is the responsibility of the Bidder to furnish the details of such arrangement to RailTel through its Authorized Signatory/ Legal Head/Bidder Secretary. It is also responsibility of Bidder to furnish the Name, contact details of the sub-contractor and/ or back to back facilitator to RailTel. The agreement between service provider and local bidders/subcontractors should explicitly include a clause regarding confidentiality of data and other information related to business. In any case, data confidentiality to be ensured by the service provider & its sub-contractors.

11. Publicity:

Any publicity by the successful bidder in which the name of RailTel is to be used will be done only with the explicit written permission of RailTel.

12. Guarantees:

The successful bidder should guarantee that the software/solution supplied to RailTel includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained.

13. Confidentiality and Non-Disclosure:

The successful bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Successful Bidder shall suitably defend; indemnify RailTel for any loss/damage suffered by RailTel on account of and to the extent of any disclosure of the confidential information. The successful bidder shall furnish an undertaking as given in Annexure-6.

14. Amendments to the Agreement:

Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

15. General Contract Agreement Conditions:

- a) Neither RailTel nor the successful Bidder shall assign any rights or obligations herein without obtaining the prior consent of the other Party.
- b) No forbearance, indulgence, relaxation or inaction by any Party at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- c) No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- d) All remedies of either RailTel or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- e) If any provision of Agreement or the application thereof to any person or Party is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- f) If during the term of Agreement, the performance in whole or in part by either Party of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
- g) None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties and neither Party shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- h) Agreement shall not be intended and shall not be construed to confer on any person other than the Parties hereto, any rights or remedies herein. Agreement shall be executed in English language in 1 (one) original, RailTel receiving the duly signed original and successful bidder receiving the duly attested photocopy.

16. Negligence:

In connection with the work or contravenes the provisions of General Terms, if the successful Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by RailTel, in such eventuality, RailTel may after giving notice in writing to the successful Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, RailTel shall have the right to cancel the Contract holding the successful Bidder liable for the damages that RailTel may sustain in this behalf. Thereafter, RailTel may make good the failure at the risk and cost of the successful Bidder.

17. Force Majeure:

- a) The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or nonperformance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
- b) For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
- c) In the event of any such intervening Force Majeure, the Bidder shall notify RailTel in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by RailTel, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- d) In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, RailTel and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of RailTel shall be final and binding on the Bidder.

18. Corrupt and Fraudulent Practices:

- a) As per Central Vigilance Commission (CVC) directives, it is required that Bidders b) /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- b) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- c) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of RailTel and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive RailTel of the benefits of free and open competition.
- d) RailTel reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- e) RailTel reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- f) The decision of RailTel in determining the above aspects will be final and binding on all the Bidders.
- g) No Bidder shall contact through any means of communication RailTel or any of its employees on any matter relating to its bid, from the time the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of RailTel, it may do so in writing. An effort/attempt by a Bidder to influence RailTel in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.
- h) The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of RailTel directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on case-to-case basis.

19. Compliance With Applicable Laws of India:

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify RailTel about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect RailTel and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator/sub-contractor deployed by the Bidder for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident fund and ESIC facility standard and Labour Laws including but not limited to Contract Labour.

This indemnification is only a remedy for RailTel. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by RailTel arising out of claims made by its customers and/or regulatory authorities.

The Bidder confirms to RailTel that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify RailTel about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of said Agreement/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect RailTel and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform

or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulations/RBI Guidelines etc., and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate RailTel and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and RailTel will give notice of any such claim or demand of liability within reasonable time to the Bidder.

20. Resolution of Disputes:

The Bidder and RailTel shall endeavor their best to amicably settle all disputes arising out of or in connection with the said Agreement/Contract in the following manner:

- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between officer appointed by RailTel and authorized person of the bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of fifteen (15) days. In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within fifteen (15) of the failure of negotiations. The arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding Arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be New Delhi, INDIA.

21. Modification/Cancellation of TENDER:

RailTel reserves the right to modify/cancel/re-Tender without assigning any reasons whatsoever. RailTel shall not incur any liability to the affected bidder(s) on account of such rejection. RailTel shall not be obliged to inform the affected bidder(s) of the grounds for RailTel's rejection.

22. Legal Disputes and Jurisdiction of the court:

- a) RailTel Clarifies that RailTel shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from

committing any violation or enforce the performance of the covenants, obligations and representations contained in this TENDER. These injunctive remedies are cumulative and are in addition to any other rights and remedies RailTel may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages. b) All disputes and controversies between RailTel and Bidder shall be subject to the exclusive jurisdiction of the courts in Kolkata and the parties agree to submit themselves to the jurisdiction of such court as this TENDER/Contract agreement shall be governed by the laws of India.

Chapter-8

TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

- Note 1:** The proposed solution must meet all technical and functional specifications mentioned in the latest Technical defined in the tender document.
- Note 2:** 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.
- Note 3:** Deleted
- Note 4:** The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications. However, the bidder can quote the items with higher technical specifications catering to the futuristic requirements of the proposed solution.

8.1 OSS/NMS and BSS application:

OSS/NMS & BSS application need to be scaled up in line with the number of subscribers and application requirement. The software has to be extended to the DR site without any additional cost to RailTel.

8.1.1 OSS/NMS Details:

The bidder will deploy/manage Operations Support System (OSS)/Network Monitoring System(NMS) to monitor the access network comprehensively. OSS/NMS will support processes such as Service Provisioning, usage details of end subscriber and ANP's, Service Level Management, Performance Management, Resource inventory, Fault or Event Management System, Network Management System, Ticketing tool, Activations, Deactivation of Subscriber/ANP's and Element Management System. Integration with RailTel's CGNAT and logging as required by the ISP policy should be supported by bidder.

It includes Technical Assistance Center (TAC) with all necessary infrastructure and 24x7 technical support personnel.

8.1.2 BSS Details:

Business Support System covers business operations such as product management, customer management, revenue management and order management. This should have a system for managing the user creation, user management and financial management. This software helps

to monitor & log the customer and partner financial transaction. Billing software will essentially have the following features:

- i. Subscriber's creation/deletion and management.
- ii. ANP's creation/deletion and Management.
- iii. Network and user authentication and authorization.
- iv. Accounting and billing of the credits of subscribers and ANPs.
- v. Revenue disbursement between RAILTEL, ANP, AGNP, MSP and IT MSP
- vi. Portal for subscriber/ANP's for their account information.
- vii. Details and billing of VAS content delivered during the month and their revenue distribution.
- viii. Reports of
 - a. Subscriber wise details of services offered.
 - b. ANP's wise details of total credit purchased in cash and credit added by revenue distribution.
 - c. Total payment credited in favor of RAILTEL during the month.
- ix. Management dash board of
 - a. Circle wise active/disconnected/renewal subscriber/new subscriber detail on daily & monthly basis.
 - b. Daily/monthly summary of ANP account top up & revenue realization.
 - c. Any further details as required on management perspective.
- x. Bidder to provide the day -wise balance sheet containing all parameters.

8.1.3. CRM Details:

CRM software to be deployed/managed by bidder to engage with the customer and ANP's on all performance, billing and service related queries. Customer delight and partner satisfaction are the key elements of the RailWire program and the CRM will support these objectives. CRM will also support marketing campaigns and feedback on services from customers and franchisees.

Customers can login their issues in the system and support provider can issue trouble tickets and track it to closure. Main components of CRM are:-

- Marketing features includes campaign management, lead management and contact management.
- Support features includes issue reporting, trouble ticketing, issue tracking and issue status reporting and SLA management.

8.2. ATS Details:

The ATS support shall include following:

- All version upgrades at no extra cost.
- Program updates, Patches, fixes and critical security alerts as required.
- Compliance of Indian taxation regulation and mandates (legal guidelines of GOI as per Gazette of India, regulatory authorities etc.) basis instructions from RailTel.
- 24*7 support for in-scope applications related malfunctions with related SLAs and ability to log and track requests online.

8.3 Support Services:

8.3.1. Application Management Services:

The following table provides indicative activities under Application Management Services. The scope of work shall be inclusive of but not limited to the activities as mentioned under the service category.

1.	Resolving application related issues.
2.	Performing performance tuning of applications.
3.	Performing Access Management and creation of user ids
4.	Performing periodic review of access and take corrective actions in consent with RailTel.
5.	Performing patch updates and software updates for-in-scope application
6.	Resolving issues related to report generation, report creation, report customization, incorporating any change in India specific taxation rules etc.
7.	Performing any other day-to-day administration and support activities

8.3.2. Technical Assistance Center (TAC) Services:

The following table provides indicative activities under TAC Services. The scope of work shall be inclusive of but not limited to the activities as mentioned under the service category

1.	Establishing a centralized TAC for resolving problem/issues reported by users.
2.	Receiving incidents through phone/web/tools/email, enter the incidents in the TAC application and inform the user of the unique incident Id

	generated through email.IT MSP shall deploy TAC tool for issue logging, tracking, updating and closure.
3.	IT MSP will have to ensure that categorization of services is possible/enabled in the system to capture the defined SLAs.
4.	Providing updates to users on incidents logged.
5.	The resolution time will be measured from the time the problem resolution time was first estimated until the time the problem is resolved. Resolution of problem for the purposes of this Service Level shall mean (to achieve normal operational functionality).
6.	Escalate and communicate issues as per agreed escalation/communication processes.
7.	Carrying out root cause analysis and corrective action for recurring incidents and for all critical and major problems.
8.	Notifying users when incident is resolved.
9.	Notifying RailTel's IT of any deviation to process or failure to meet SLA.
10.	Performing any other day-to-day administration and support activities.
11.	The TAC Services provided should be carried out in an automated tool, with the functionality for reporting the incidents, recording incident status, generating MIS reports, logging complaints using web and/or E-mail.

8.3.3. Database Management Services:

It includes management of in scope applications database environment. The following table provides indicative activities under Database Management Services. The scope of work shall be inclusive of but not limited to the activities mentioned under the service category.

1.	Performing database maintenance.
2.	Defining and installing the physical database design (log files, rollback segments, tablespaces, database descriptors)
3.	Creating definitions of logical data structures, tables, views, indexes, program specification blocks, stored procedures and define their relationships.
4.	Following naming conventions for database objects.
5.	Setting data storage parameters for storage associated with the physical elements of the database.
6.	Estimating and recommending storage requirements
7.	Installing, maintaining and monitoring the health and performance of DBMS.

8.	Analyzing alerts and logs including - ~trace files (including data block corruptions, Enqueue resources, internal errors and I/O read-write failures) ~database changes ~background job status ~Operating System logs
9.	Setting up and implementing database reorganizations.
10.	Testing and implementation of patches and upgrades
11.	Implementing and managing security rules and access authority as per security policy.
12.	Assist in RDBMS specific command selection (e.g. SQL, DL/I) to optimize performance.
13.	Defining the physical database design (including database descriptors).
14.	Enable Proactive monitoring to ensure Minimal /Zero system disruptions/performance issues/outages.
15.	Incorporate takeaways from Major Incidents in to monitoring to prevent repetitions.
16.	Performing any other day-to-day administration and support activities.

8.3.4. Change and Release Management Services:

The following table provides indicative activities under Change and Release Management Services. The scope of work shall be inclusive of but not limited to the activities as mentioned under the service category.

1	Planning and scheduling change and release request.
2	Ensuring all changes made are approved and adhere to strict Request for Change (RFC) policies.
3	Centralizing change-related information from all identified stakeholders into a unified change management database.
4	Managing and tracking changes from the moment they are proposed, through implementation in the live environment, to the evaluation of the end result.
5	Determining business and technical impact, including the impact on other services, the effect to not implementing the change, and their sources required and take approval from Change Advisory Board (CAB) (if required).
6	Maintaining and process updating trusted configurations to ensures a smooth release.
7	Performing Impact analysis, create test plan, and roll back plans.

8	Testing and implementation of patches and upgrades.
9	Performing post implementation review and documented. Closure for all changes and tracking all changes implemented.
10	Performing patch management using for in-scope applications
11	Performing minor enhancement sand changes (including configuration changes).
12	Performing enhancement arising out of new business process and/or any statutory changes.
13	Documenting complete change management/release management process as defined by RailTel.
14	Implementing design changes to the database (including related services like protocols, background jobs).
15	<ul style="list-style-type: none"> • Planning for upgrades, including the notification to allow. • Analysis is to be carried out to assess the impact of such changes on applications • Provide environments for applications thing of software and middleware with operating system upgrades and patches prior to going to production. • Coordination between vendor and staff schedules, such that important activities (including application rollouts, application upgrades, training sessions and live service) are not affected by the changes.
16	Performing any other day-to-day administration and support activities.
17	Inform STQC or any other software audit organization appointed by RailTel of the patches and enhancements quarterly.

For the purpose of planning, it is assumed that maximum effort required for customization in a month will be 100 hours. If more customization requests are generated in a month, some of the change requests will be planned for subsequent months.

8.3.6. Service Window:

Below is the expected Service Window. However, IT MSP is expected to serve as per business needs of RailTel.

Service	Service Window
Database Management services	9AM to 7PM (all weekdays)

Change and Release Management Services	9AM to 7PM (RailTel Business days)
TAC Services	24x7x365

In case of severity 1 issues, suitable resources will be made available by the bidder at any time for diagnosis and resolution.

8.4. Sizing Estimation:

IT MSP shall provide the hardware and IT infrastructure sizing and configuration details for hosting the OSS/NMS and BSS applications in the RailTel's data center or in a third-party data center selected by RailTel for both DC- & DR Services. IT MSP shall be responsible for migrating the in-scope applications to the new data center.

8.5. Migration Support:

Selected IT-MSP shall migrate the application to the RailTel's data center or in a third-party data center selected by RailTel.

The key requirements of migration are as follows:

- a. Identify & assess data to be migrated.
- b. Data migrated shall be reconciled.
- c. All master data, open transactions and all transactions from a cut-off date have to be migrated.
- d. All the historical data to be migrated.
- e. The bidder shall formulate the "Migration strategy document" which will also include quality assurance mechanism. This will be reviewed and signed off by RailTel prior to commencement of migration.
- f. The bidder shall generate appropriate control reports before and after migration to ensure accuracy and completeness of the data.
- g. The bidder shall conduct the acceptance testing and verify the completeness and accuracy of the data migrated.

8.6. Exit Management:

In the event of termination or expiry of contract, bidder shall be responsible for the following transition activities to be completed across a transition period of 3 months. These activities shall also be applicable in case of reduction in scope of services if applicable.

1. The bidder should provide knowledge transfer to new operations team (RailTel/any other third party selected by RailTel) through workshops, discussion sessions and responses to queries.
2. The bidder along with RailTel shall prepare a Transition plan setting for the respective tasks to be accomplished by each party in connection with the orderly Transition.
3. The bidder shall provide RailTel with reasonably detailed inventory of systems in place and specification for the additional equipment that RailTel shall need to perform the services and procedures previously performed by SRIT.
4. The bidder shall deliver to RailTel (A) a fully executable copy of the in-scope software in existence, (B) a copy, in appropriate machine-readable format, of the application data of RailTel, and (C) a copy of in-scope application program/module with source code.
5. The bidder shall provide additional data, information and technical assistance in order to continue the use of the in-scope software to meet the applicable Performance Objectives.
6. The bidder shall transfer the ownership of the duly marked project Assets/inventory including the Base System the source code object code, associated documentation which is the work product of the development efforts involved in the Project or otherwise required for use of the system for provision of Services pursuant here to RailTel or its monitoring Agencies, in accordance with the terms of this Agreement.
7. The bidder shall return all data in its possession to RailTel at the time of transfer of operation control to RailTel when the contract period or any extended period ends.
8. The bidder to deliver Project Assets including System free and clear of all Encumbrances.
9. The bidder to cure all project Assets, including the equipment, of all defects and deficiencies so that the system is complaint with the Maintenance Requirements.
10. The bidder to comply with all other requirements as any be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, tittle and interest of the SRIT in the system free from all Encumbrances absolutely

unto the RailTel or its nominee.

11. The bidder should provide at least one month of shadow Operations and Maintenance Support services where the new operation team and the SRIT's operations team shall work in parallel.
12. The bidder shall ensure that the infrastructure (software and hardware (in case contract is terminated during stabilization phase)) are handed over to RailTel in a complete operational condition to the satisfaction of RailTel. In case bidder is unable to address such issues, RailTel may levy NPD or invoke the performance Bank Guarantee of the bidder.
13. During transition phase, bidder shall deploy a dedicated Transition manager to enable the successful transition.
14. During transition phase, bidder shall not change or remove their key resources at any location to enable the successful transition.
15. The transition period lies within the contract period. The bidder shall continue to be responsible for the in-scope activities under Operations and Maintenance support, unless otherwise specified by RailTel.

8.7 Indicative Manpower requirement:

Resource Type	Location	No.	Remarks
Project Manager	Pan India	1	
Solution Architect	Pan India	1	
Technical Head	Pan India	1	
L1- Support engineers	Pan India	6	
L-2 Engineers	Pan India	4	
L-3 Engineers	Pan India	3	
Database Administrator	Pan India	1	

The above manpower is minimum and indicative requirement and shall be dedicated exclusive to project only. The requirement to be scaled up as per the subscriber base of RailWire Business.

- IT-MSP to ensure Quality of Manpower deployed at each level.
- All Engineers shall possess required academic qualifications and Technical Certifications.
No additional payment shall be made by the Authority for the additional resources.

8.8 Service Level Agreement:

This section includes the SLAs which RailTel requires the SRIT to manage as key performance indicators for the Scope of Work. The objective of the SLA is to clearly define the levels of services to be delivered by the SRIT to RailTel for the duration of the Contract. The SLA reporting shall be on monthly basis.

8.8.1 Service Level and Penalties

Sr.	Parameter	Description	Target / Service Level	Penalty	Validation tools / Method
1	Availability of in-scope application	Availability of in-scope application	Not more than two service disruptions in total irrespective of sites/locations in a month. Note: Here service is considered to be disrupted if it is not available for more than 30 minutes. If service is disrupted for more than 75 minutes continuously it will be counted as 2 and after that the count will increase by one in every 30 minutes if disruption continues	If number of disruptions is greater than 2 and less than equal to 4 in a month, 2% of the monthly payout for ATS and Support services After 4 disruptions penalty shall be 0.5% of the Monthly payout for ATS and support services for each disruption.	To be recorded by tool or from incident reports
2	Response time - Helpdesk Management Services	This Service Level measures the number of all category calls per month that get responded within the response time defined divided by the total number of calls that get logged in the Help Desk per month. Response to a	98%	96% to 98%: 0.5 % of the monthly payout for ATS and support services Below 96%: For each 2% drop in service level, 0.5% of the monthly payout for ATS and support services shall be applicable as Penalty	All category calls per month that get responded within the response time divided by the total number calls that get logged in the Helpdesk per month.

		<p>help desk call will include raising a ticket in the Helpdesk tool, and sending a notification to the person raising the call, either through email or on phone, acknowledging the call and informing him/her of the expected resolution time for the call. Response to call tickets is calculated on respective service window. Response time : 30 min</p>			
3	Incident Resolution Time	<p>This Service Level measures the number of incidents per month resolved within the time lines agreed divided by the total number of incidents reported per month. Incident resolution shall be updated on the helpdesk tool either by the SRIT or the</p>	98%	<p>95% to 98%: 0.5 % of the monthly payout for ATS and support services Below 95%: For each 3% drop, 0.5% of the monthly payout for ATS and support services shall be applicable as Penalty</p>	<p>Incidents per month resolved within the time lines divided by the total number of incidents reported per month.</p> <p>***Severity I – 4 hrs. Severity II – 8 hrs. Severity III – 24 hrs.</p>

		service desk staff with intimation to the resolver as well as the user. Resolution of incident tickets is calculated for respective service window.			
4	Problem Resolution - successful closure	This service level measures the successful closure of all the problem tickets raised in Helpdesk tool, post the root cause analysis having been carried out, the necessary corrective action taken and the RailTel management having given the signoff expressing their satisfaction on the problem management activities undertaken.	85%	80% to 85%: 0.5 % of the monthly payout for ATS and support services Below 80%: For each 2% drop 0.5% of the monthly payout shall be applicable as Penalty for ATS and support services	Dividing the total number of successful closure of problem tickets by the total number of problem tickets raised in the Helpdesk tool
5	Change request Resolution - successful closure	Measure of successfully implementing change management.	95%	93% to 95%: 0.5 % of the monthly payout for ATS and support services Below 93%: For each 1% drop, 0.5% of the monthly payout for ATS and support services shall be applicable as	Dividing the total number of successful closure of change request tickets by the total number of

				Penalty	change request tickets raised in the Helpdesk tool
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Urgency	Severity	Impact		
		Critical (I1)	High (I2)	Medium (I3)
	Critical (U1)	SI	SI	SII
	High (U2)	SI	SII	SIII
	Medium (U3)	SII	SIII	SIII

$$S_x = f(I_x, U_x)$$

I_x – Impact U_x – Urgency S_x – Severity

Severity Type	Priority Definition	Example
SI	Interruption making a critical functionality inaccessible or a severe impact on services availability or unavailability of any reports which is urgently required for compliance purpose. There is no possible alternative.	Service is unavailable in any of the locations
SII	Critical functionality, degraded or unusable, having an severe impact on services availability. No acceptable alternative is possible.	Service is unavailable for a function or department
SIII	Non critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available.	Single user is impacted

8.8.2 At-Risk Amount

The total At-Risk amount shall be 10% of the annual payout for the ATS and support services. All SLAs pertaining to different categories are defined below. SRIT shall submit the SLA report on monthly basis. Penalty won't be imposed on those Service Level breaches where cause(s) of the breach is beyond the control of SRIT. Penalty amount of higher value shall be applicable if same incident caused breach of two or more different Service Level.

CHAPTER-9

Annexure-1

CHECK LIST

SN.	Other Clauses	Bidder Response [Yes/No]	Page No. at which details are enclosed
1	Whether Cost of the Tender document (via NEFT in RailTel Bank account) is submitted		
2	Whether EMD (via NEFT in RailTel Bank account) is submitted		
3	Whether offer letter submitted as per the Annexure-3 is submitted		
4	Whether Digitally signed copy of tender document is submitted		
5	Whether Letter of Authority/Power of attorney on bidder's letter head from Authorized Signatory of the company to sign and submit the bid is submitted as per Annexure-4		
6	Whether Bidders Profile Information as per Annexure-5 on bidder's letter head along with supporting documents		
7	Whether Non Disclosure Agreement(NDA) is submitted as per Annexure-6		
8	Whether Technical Bid covering letter submitted as per Annexure-7		
9	Whether Nil Deviation Component Compliance undertaking letter submitted as per Annexure-9		
10	Whether Escalation matrix is submitted as per Annexure-10		
11	Whether the Integrity pact is submitted as per Annexure-12		
12	Whether undertaking for non blacklisting/non debarment of the bidder is submitted as per Annexure-13		
13	Whether credential affidavit is submitted as per the Annexure-16		
14	Whether system performance bank guarantee is submitted as per Annexure-17		
15	Whether MSME certificate is submitted from the Chartered Accountant as per the Annexure-18		
16	Whether the documents related to Bidder or their promoters having equity stake or partnership and should not be holding valid UASL license/ ISP license/MSO license of Government of India are submitted		
17	Whether ISO 9001:2015, ISO/IEC 27001:2013 and ISO/IEC 20000-1:2011 certificate is submitted		
18	In case the Bidder is coming with software which is not his		

	propriety software, then the Bidder/s must submit evidence in the form of agreement he has entered into with the software bidder which includes support from the software bidder for the proposed software for the full period required by RailTel.		
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Bidders to verify the above checklist and ensure accuracy of the same before submission of the bid.

Checked for accuracy

Date:

Signature with Seal
Name:

Basic Eligibility Criteria

SN.	Eligibility Criteria	Document to be submitted
1	Cost of Tender Document and EMD	NEFT/RTGS No of transferring the same in RailTel account.
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.	Certificate of Incorporation / Registration Memorandum of Association (MoA)
3	Power of Attorney along with Board resolution	As per Annexure-4
4	Offer letter duly signed	As per Annexure-3
5	Digitally signed copy of tender document	
6	Bidder profile	As per Annexure-5
7	Deviation Statement	As per Annexure-9
8	Credential verification affidavit	As per Annexure-16
9	Bidder should not have been blacklisted at any time by the Government /Government agency/ Public Sector Enterprise/ Telecom Operators or any other organization.	As per Annexure-13
10	The Bidder or their promoters having equity stake or partnership should not be holding valid UASL license/ ISP license/MSO license of Government of India	Undertaking on bidder letter head to be submitted
11	Bidder should have positive net worth as on 31.03.2023	CA Certificate with UDIN No
12	GST Registration Number	GST Registration certificate
13	The Bidder should have ISO 9001:2015, ISO/IEC 27001:2013 and ISO/IEC 20000-1:2011 certificate	Copy of certificate

Offer Letter

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

Ref: RailTel/Tender/OT/CO/_____ Date:_____

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **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 supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **180 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. _____ (____amount in words____) through e-Nivida Portal here with submitted as “**EMD**”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

or

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

or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

Power of Attorney

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

We, M/s._____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms._____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project **RailTel/OT/CO/RW/2023-24/IT-MSP/002**, including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

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

(Add in the case of a Consortium)

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

Dated this the _____ day of _____ 2023

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

Bidder Profile

The Bidder should provide detailed responses for each of the below items along with documentary proofs:

SN.	Details Required	
1	Name of the Bidder	
2	Constitution	
3	Date of Establishment/Incorporation	
4	Address (Order to be placed on which Office) Registered Office Corporate Office	
5	Telephone No, E-mail Address, Website	
6	Name and designation of Authorized signatory. Contact numbers: E-mail:	
7	Gross Annual Turnover of the Bidder (Not of the group.) (Audited) 2020-2021 2021-2022 2022-2023	
8	Net Profit of the Bidder (Not of the group.) (Audited) 2020-2021 2021-2022 2022-2023	
9	No of GST Registration in India (Mention all Numbers)	
10	Brief Description of other facilities available with the bidder (related to Supply, Implementation and Maintenance of CRM Solution including Digital on-boarding of customers)	
11	Details of the similar assignments on hand as on date. (Name of the customer, stage of project etc., Documentary proof such as work order to be furnished)	
12	Experience of assignments in Supply, Implementation and Maintenance of CRM Solution including Digital onboarding of customers	
13	Bank Details of Bidder	

Date

Signature with Seal:

Name:

Designation:

[Note: These details should be on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company

Non disclosure Agreement
(To be given on Bidder Letter Head)

This Non-Disclosure Agreement (this “**Agreement**”) is made and entered into on this ____ day of ____ , 2023 (the “**Effective Date**”) at_____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as '**RailTel**'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act, _____ having its registered office at _____, (hereinafter referred to as ' '), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “**Information**”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for _____.

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “**Disclosing Party**”) to the other Party (each Party, in such receiving capacity, the “**Receiving Party**”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use:

- (a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

(i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

(ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

(iii) is approved for release by written authorization of Disclosing Party; or

(iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation:

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

(i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

(ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation: Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information: All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for

it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. No Obligation: Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. Return or Destruction of Information:

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice:

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

(b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn: _____

Address: _____

Phone:

Email.

_____:

Attn: _____
Address: _____
Phone: _____
Email: _____

9. Term, Termination and Survivability:

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.

(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

(c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:

(i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and

(ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction: This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts: This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement.

12. No Definitive Transaction: The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "*Final Agreement*"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

c) The sole arbitrator shall be appointed on mutual consent having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The 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 arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

14. CONFIDENTIALITY OF NEGOTIATIONS:

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

15. REPRESENTATION:

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

16. ASSIGNMENT:

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

17. EMPLOYEES AND OTHERS:

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

18. NO LICENSE:

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

19. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI):

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be “Connected Persons” within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel.

21. MISCELLANEOUS:

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

_____ :

RailTel Corporation of India Limited:

By _____

Name:

Title:

By _____

Name:

Title:

Witnesses

Technical Bid Covering letter format

To,
GGM/Marketing
RailTel Corporation of India Limited
Corporate Office New Delhi

Sub:- **Tender for Selection of IT-MSP for RailWire Business Operation**

Ref:-

We have carefully gone through the contents of the above referred TENDER and furnish the following information relating to Technical Bid / Specification:

SN.	Particulars	Details to be furnished by the Bidder
1.	Name of the Bidder	
2.	E-mail address of contact persons	
3.	Details of: Description of business and business background Service profile & Client profile	
4.	Approach and methodology for the proposed scope of work along with illustrative deliverables.	
5.	Details of similar assignments executed by the bidder during the last two years in India (Name of the client, time taken for execution of the assignments and documentary proof from the client are to be furnished)	
6.	List of bidder major customers in last 3 years and details as below may be taken: a) Name and complete postal Address of the customer. b) Name, designation, Telephone, Fax, Telex Nos., e-mails and address of the contact person(customer) c) Nature & Description, Staff consultancy work ordered by the customer during 2 years. d) Whether reference letter enclosed.	
7.	Conformity regarding back to back arrangements with third party software for providing continuous and un-interrupted support to meet SLA obligations as per TENDER Terms	

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the Tender.
2. We hereby unconditionally accept that RailTel can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the Tender, in shortlisting of bidders.
3. All the details mentioned by us are true and correct and if RailTel observes any misrepresentation of facts on any matter at any stage, it has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that we have noted the contents of the Tender and have ensured that there is no deviation in filing our response to the TENDER and that the RailTel will have the right to disqualify us in case of any such deviations.

Date

Signature with Seal:

Name :

Designation

Technical Evaluation

The bidder needs to achieve a cut – off score of 70% marks in this evaluation stage. Only those bidders who achieve the specified cut – off scores would be short-listed for further evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Gro Up	Criteria	Max Marks	Document Required
1	No. of Implementation of proposed solution in last 5 financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22,2022-23 (As on bid submission date) in India. (For each completed Implementation, 05 marks will be awarded).	10	Copy of Work order along with completion certificate from client.
2	Bidder to have in-house BSS software development team (only permanent employees of the bidder will be counted). Details of Team along with qualification, area of expertise and experience need to be submitted 8 employees will have five marks, thereafter one additional employee will have 0.5 marks.	10	Self undertaking from HR.
3	Experience in implementation of BSS projects in government agency such as Centre/State Govt, PSUs, etc. (Customer PO/ LOA/Agreements/completion certificate is required to be submitted). The bidder should also have experience of NMS and Ticketing tool. Each PO will have five marks.	10	Copy of Work order along with completion certificate from client.
4	The bidder must have put in service any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: a. Three works* each costing not less than the amount equal to 30% of advertised value of the tender, or b. Two works* each costing not less than the amount equal to 40% of advertised value of the tender, or c. One work* each costing not less than the amount equal to 60% of advertised value of the tender. 10 marks will be allocated for achieving any of the above criteria. *Work shall be defined as implementing and providing	10	Copy of Work order along with Go live certificate from client and Statutory Auditors certificate for value of work completed for required amount.

	services of BSS.		
5	Relevant Past Experience: Experience in managing the subscribers using BSS projects: >=1 to 3 years = 5 marks >3 to 7 years = 8 marks >7 years = 10 marks	10	Copy of Work order along with completion certificate from client.
6	Cumulative turnover of the bidder in last three financial years FY 20-21, FY 21-22, FY 22-23 or (as per the latest last three published audited balance sheets). Rs 22.50 Cr will have 5 marks and thereafter each 5 Cr will have one marks. For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), Rs 7.50 Cr will have 5 marks and thereafter each 3 Cr will have one marks. Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.	10	CA certificate along with UDIN.
7	The Bidder having CMMi level 4/5 certificate. CMMi level 4 = 3 marks CMMi level 5 = 5 marks	5	Copy of Certificate to be attached.
8	The Bidder should have managed the BSS software for minimum customer base of 5 lacs in one project for Government/Government agency/ Public Sector Enterprise/ Telecom Operators or any other organization. Each certificate will have 5 marks	10	Client certificate to be submitted
9	Technical Presentation: Quality of Presentation, Understanding of RailTel's requirement, Delivery approach and methodology and Project Governance. Technical Presentation and showcasing of their BSS application already deployed for other customers.	15	To be attached
10	Demonstration and Site Visit: Demonstration of the proposed solution/product with in-depth understanding of RailTel's project technical and functional requirements as per the scope. Site visit of the location/ office where proposed solution is implemented by the bidder is to be arranged by the bidder in consultation with RailTel. Necessary approval and appointment for site visit is to fixed by the bidder. Site visit charges incurred on officials visiting the site will be borne by RailTel.	10	Name of the site may be mentioned
	Total Marks:	100	

** Copies of Work order / client reference should be provided.

Bidder has to score minimum 50% marks in each of the criteria. The bidder should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the Tender. Further RailTel officials would visit reference sites provided by the Bidder if deemed necessary. In case there is only one bidder having technical score of 70% or more, RailTel may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the RailTel, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, RailTel at its discretion may reject the proposal of the Bidder or will not consider bidder below cut-off marks by relaxing as mentioned above, if in the RailTel opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects does not meet the RailTel requirement. RailTel reserves the right to accept or reject any Tender in whole or in parts without assigning any reason thereof. The decision of the RailTel shall be final and binding on all the bidders to this document and RailTel will not entertain any correspondence in this regard. Bidders who meet these criteria would only qualify for the commercial bid opening.

Date:

Signature with Seal:

Name and Designation:

Nil Deviation Component Compliance Undertaking Letter (TO BE SIGNED BY BIDDER)

To

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

Dear Sir,

Sub: **NIL Deviation Compliance for Tender no.**

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

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

Format of Annexure (Deviation Statement)

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

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

Seal and signature of the bidder

Place:

Date:

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

Escalation Matrix

S. No	Name	Designation	Full Office Address	Phone No	Mobile No	E Mail
1.		First Level Contact				
2.		Second level contact (If response not received in 24 Hours)				
3.		Regional Head (If response not received in 48 Hours)				
4.		Country Head (If response not received in One week)				

Any change in designation, substitution will be informed by us immediately.

Date:

Signature with Seal:

Name:

Designation:

Price Bid Format

SN.	Item	Amount (Exclusive of all taxes)	Taxes		Amount (Inclusive of all taxes)
		(in Rs.) (A)	%	(in Rs.)	(in Rs.) (B)
	(1)	(2)	(3)	(4)	(5)
1.	Charges per month for providing solution & services as per the scope of work defined in the RFP.				

Note: The active customer base of RailWire is more than 5.3 lakh.

A. For item no. 1 for the evaluation purpose, Total Price for 5 years will be calculated as = Charges per month (quoted by bidder) * 12 months * 5 years.

B. Total development Charges: 20% of the Total Price for 5 years will be considered as the development/Customization/integration post UAT/go-alive of the system and balance 80% will be considered for running operation. The cost of new development effort is fixed as Rs. 6,000/- per man day including taxes and this cost is applicable for the period of 5 years.

Development/Customization in the RailWire OSS/NMS & BSS system will be as per the business requirement mainly including but not limited to following activities:

- i) Third party API integration ex. Payment Gateway, VAS integration (OTT, IPTV etc.)
- ii) Customization of OSS/NMS & BSS portal.
- iii) Portal creation and up-dation for various stakeholders.
- iv) Customization/development of Mobile App.
- v) Any other development work as required as per industry standard and market requirement.

Commercial Terms and Conditions:

1. Before quoting, please see relevant para of Chapter 8 of Technical Specifications.
2. Prices quoted shall remain firm and binding (without any escalation whatsoever) for a period of seven (7) years from the date of signing of contract.
3. The quoted price shall be uniformly applicable for delivery/performance to any part of the country and shall be inclusive of incidental charges such cost toward boarding, lodging, travel etc. GST, other

applicable local taxes shall be paid over and above on actual basis on production of documentary evidence.

Note: If any taxes to be paid by the RAILTEL it should be mentioned explicitly. RAILTEL will not be making any other payments except those mentioned in the commercial bid.

PROFORMA FOR SIGNING THE INTEGRITY PACT

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:
(Name & Address)

Witness 2:
(Name & Address)

Undertaking for non blacklisting/non debarment of the bidder

To,
GGM/Marketing
RailTel Corporation of India Limited
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

SUB: Tender for selection of IT-MSP for RailWire Business

Ref: Undertaking for non blacklisting/non debarment of the bidder – Tender No. RailTel/OT/CO/RW/2023-24/IT-MSP/002 Dated: 31.07.2023

This is to certify that We,, have not been blacklisted currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government. Bidder must not be blacklisted for atleast 2 years as on the last date of bidding.

SEAL AND SIGNAURE
OF THE TENDERER

Place:
Dated:

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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

E-tendering Instructions to Bidders

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

2. REGISTRATION:

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

3. SEARCHING FOR TENDER DOCUMENTS:

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

4. PREPARATION OF BIDS:

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

5. SUBMISSION OF BIDS:

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

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

6. ASSISTANCE TO BIDDERS:

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

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

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)

Neha Singh: AGM/IT
Mobile: 9717644462
E-mail ID: neha.singh@railtelindia.com

RailTel Contact-II (for general Information)
Anand Singh Chandel: JGM/EB
Mobile: 9717644111
E-mail ID: a.chandel@railtelindia.com

7. **BID RELATED INFORMATION FOR THIS TENDER:**

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

Broad outline of submissions are as follows:

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

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

8. **ONLINE SUBMISSIONS:**

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

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

9. **SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:**

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

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

In case there is a problem at the e-procurement/ e-auction service provider’s end (in the server, leased line,

etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:

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

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

11. SUBMISSION OF OFFERS AND FILLING OF TENDER:

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

12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

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

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

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

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

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

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

To
GGM/Marketing,
RailTel Corporation of India Limited
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

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.

**Certificate of Waiver for MSE Firms
(In Letter head of Chartered Accountant)**

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s -----,
having registered office at ----- has made
an investment of Rs. -----/- in -----, as per Audited Balance Sheet as on
31.03.2023. Further we certify that the Company is classified under Micro and Small Enterprise (MSE) as
per MSME Act 2006 and subsequent government notifications. Udhyaam aadhaar no as per certificate
generated on or after 01/04/23 is

We have checked the books of the accounts of the company and certify that the above
information is true and correct.

Chartered Accountant Firm Name

Signature

Name

Reg. No.

VID no.

*****END OF TENDER DOCUMENT*****