

RailTel's Bid Specific Additional Terms & Conditions

Information to Bidder for the "Supply, Installation, configuration, implementation and testing of Cloud Solution at RailTel DC and DR"

Ref: GeM Bid No. **GEM/2024/B/4769480**

The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details.*

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available from **day1** without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted in the format given with **Information to Bidder** as **Form No.-5**.
4. Software/licenses offered shall have complete data sheets and detailed description on OEM web sites. Bidder shall provide the complete details in their bid.
5. Bidder shall submit the detailed BOM of the offered software/licenses duly verified and certified by the respective OEM.
6. GSTIN ID of vendor should be provided from where goods will be supplied.
7. **Earnest Money Deposit (EMD): All the Bidders are required to deposit EMD amount of Rs. 20,00,000/- as "Earnest Money" through RTGS/Internet Banking.**

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

- 7.1 Offers without complete amount of Earnest Money shall be summarily rejected.
- 7.2 Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
- 7.3 The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/PO and submission of PBG.
- 7.4 Bank Details for RTGS/Internet Banking is given below:

Account Number	340601010050446
IFSC	UBIN0534064
Bank & Branch	Union Bank of India, Yusuf Sarai Branch, New Delhi
Account holder Name	RailTel Corporation of India Limited

7.5 Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid.

8. Delivery Period, Consignee Details and inspection:

8.1 **Delivery Period:** The supplier will have to complete supply, installation, configuration, implementation, and testing of the cloud solution as per the technical specification given in **Annexure-I** within 60 days from the date of issue of confirmed PO. If not completed within the approved delivery period, then penalty of 0.5% of the contract value per week and the maximum up to the 10% of the contract value will be levied.

8.2 **Consignee Details:** Material shall be delivered at the Data Center sites of RailTel i.e., Gurgaon and Secunderabad. The supplier shall ship the material to the respective consignee without any additional cost to RailTel. Breakup of qty. for supply shall be given in the PO.

SN	Description	UoM	Qty	Delivery Location
1.	Cloud Solution for Servers with 48 Physical Core Dual Socket Processor i.e., 96 Physical Core	Nos.	14	Gurugram / Secunderabad
2.	Cloud Solution for Servers with 24 Physical Core Dual Socket Processor i.e., 48 Physical Core.	Nos.	14	Gurugram / Secunderabad
3.	Site Recovery Solution (1 Pack is equals to 25 VMs license).	Nos.	7	Gurugram / Secunderabad

8.3 **Consignee Inspection:** Bidder to provide the certified manufacturer test report to RailTel and complete the detailed inspection of supplied items at RailTel Data Center. In case material fails during inspection, a fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer.

Note: Consignee ID and Zip code mentioned in BOQ and consignee details given in GeM bid document are indicative. Above clause 8.2 should be considered by bidder while quoting.

9. Eligibility Criteria:

9.1 **Eligibility Criteria for Bidder:** The Bidder participated in the tender may be a sole Bidder / OEM / JV / Consortium.

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	<p>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.</p> <p>OR</p> <p>The bids from Consortium/ Joint Venture entity are also allowed.</p>	<p>Certificate of Incorporation / Registration</p> <p>or</p> <p>Memorandum of Association (MoA)</p> <p>In case of JV / Consortium, Agreement for Consortium/ Joint Venture.</p>
2.	Financial Capability	<p>The bidder should have received a minimum cumulative contract amount of Rs. 24.87 Cr. from the operations in the last three financial years plus current year up to the date of opening of tender.</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount.</p>	<p>Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
3.	Technical Capability	<p>The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>One order of similar work# for an amount not less than the amount Rs. 9.95 Cr.,</p> <p>or</p> <p>Two similar works# each costing not less than the amount Rs. 6.63 Cr.,</p> <p>or</p> <p>Three similar works# each costing not less than the amount Rs. 4.97 Cr.</p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender:</p> <p>One order of similar work# for an amount Rs. 5.80 Cr.,</p> <p>OR</p>	<p>Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</p> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p>Two orders of similar work# for an amount Rs. 3.32 Cr., OR Three orders of similar work# for an amount Rs. 2.47 Cr.</p> <p>Note: Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or sub-contractor, only the bidder's share, by value, shall be considered to meet this requirement.</p> <p># Similar Work: Projects of Supply and installation of Data Center Hardware/Software items in Government / PSUs / Telecom Service Providers network/ISP Network/ Public listed company^.</p> <p>Note: ^ - Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	
4.	No Black Listing	The bidder (in case of consortium/JV, all members) including Sub contractors should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service	Self-Declaration by the Bidder on Company's letter head

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		provider in India or anywhere globally by Government for the supply of material / security reasons.	
5.	Bidder Type	The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation.	Undertaking to be submitted by the Bidder
6.	MAF	Bidder should have authorization specific to this tender from respective OEM as per Form no. 5.	MAF as per Form no. 5.
7.	Bill of Material	The bidder should submit OEM vetted Bill of Material (BOM).	OEM vetted BOM.

Relaxations given in eligibility criteria for startups are indicative in nature and startup companies are required to submit their proposal for seeking relaxation in above mentioned eligibility criteria. Their proposal will be dealt with on case-to-case basis only.

Note:

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

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

9.2 Eligibility Criteria Requirements for OEM's:

OEM's whose products are proposed to be used in this deployment should meet following criteria:

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	The Item offered by the OEM or Item/software of the same series/family from the same OEM should have been satisfactorily working in Government/ PSUs/ Telecom Service Providers/ Public Listed Company for at least 12 months in last preceding 3 years as on date of opening of tender in India or Abroad.	Satisfactory Working certificate from End User clearly mentioning the make & model number of the offered Hardware.

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	<p>An undertaking by the OEM has to be submitted in support, in case issued satisfactory working certificate is the immediate predecessor of same series/family of the offered Hardware.</p>
<p>2.</p>	<p>OEM should have supplied the Item offered or Item/software of the same series/family at least of Rs. 5.80 Cr. during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening date of bid to Government/PSUs /Telecom Service Providers / Public Listed Company in India or Abroad.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange <i>or any global stock exchange</i>, incorporated / registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>Note: For Startups*(recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.</p>	<p>OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of purchaser Organization - Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The self-certificate by OEM shall mention that the supplied Items/software are of same series/family or its immediate predecessor.</p> <p>RailTel reserves the right to verify PO reference and amount supplied from Purchaser Organization. POs issued in the name of System Integrator are also acceptable.</p> <p>For required amount, multiple POs in favour of OEM's System Integrators are also acceptable.</p>
<p>3.</p>	<p>Undertaking by OEM on their respective letter Heads -</p> <p>a) OEM should have proven facilities for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test Item, Manufacture, Training, Logistic Supports for</p>	<p>Self- Declaration by the OEMs on Company's letter head for Point- A, B, C & D of Form no. 7 (Chapter-6).</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>at least past three years in the country from where the proposed Item are planned to be supplied. In case OEM is located outside India, it should have training, repair and service center facilities in India also (Point-A of form no. 7).</p> <p>b) OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-B of form no. 7).</p> <p>c) Hardware and Software supplied by OEM should not have any malicious code (Point-C of form no. 7).</p> <p>d) The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India. Note: OEM's from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT as per Clause 4.A.18.6. (Point-D of form no. 7)</p>	

Relaxations given in eligibility criteria are indicative in nature and startup companies are required to submit their proposal for seeking relaxation in above mentioned eligibility criteria. Their proposal will be dealt on case-to-case basis only.

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

10. RailTel reserves the right: -

- a) To verify, if so desired, the correctness of documentary evidence furnished by the tenderer.
- b) To verify the successful operation and performance of qualifying projects and tenderer shall arrange permission for the same.
- c) To carry out capability assessment of the bidder(s) including referral to in-house information.

- d) RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to accept/reject any or all tenders without assigning any reason.

11. Warranty:

The software solution implemented are to be warranted for **3 years** from date of complete implementation and Testing to the consignee site. The tenderer shall warrant that all software solutions implemented shall be with 3 years of subscription and on the name of "RailTel Corporation of India Limited". Software solution implemented shall have OEM Certificate for implementation architecture.

- 12.** RailTel shall make payments after the submission of the invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is Corporate Office. All Bills shall be submitted to the **Sr. DGM/ITP** for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

13. Payment Conditions:

- 13.1** 75% payment of the value of the supply items would be made on receipt of material by the consignee duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- (i) Original Tax Invoice.
- (ii) Delivery Challan.
- (iii) Original Consignee receipt.
- (iv) Original Inspection Certificate.
- (v) Warranty/Support Certificate of OEM.
- (vi) Copy of Submitted Performance Bank Guarantee (PBG).

- 13.2** 15% payment of the value of Supply items of the PO/LOA shall be made by RailTel on successfully completion of Installation, Configuration, Implementation & testing of the supplied solution (after issuing of SAT) and after stabilization of supplied solution at least 1 month period, 5% payment of value of Supply items of the PO/LOA on issue of Provisional Acceptance Certificate (PAC) and the last 5% payment of the value of Supply items of the PO/LOA shall be made by RailTel on issue of Final Acceptance Certificate (FAC) which will be issued by respective GM/ITP.

- 13.3** 15% + 5% payment of value of supply items of the PO/LOA which could not be installed for want of site readiness or as per the decision of GM/ITP/CO, will be made on issue of PAC and remaining 5% on issue of FAC.

- 13.4** Accounting unit/bill passing unit for the supplies under SOR is Corporate Office. Bills to be submitted to the Sr. DGM/ITP for passing for payment. The bidder will submit certifying receipt of material & services issued from consignee/regions, for passing for payment.

- 13.5** The breakup of taxes has to be furnished and same should be reflected in the bills so that any CENVAT/input credit can be availed by RailTel.

14. Security Deposit/Performance Bank Guarantee:

- 14.1** The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. The claim period for submitted PBG should be one year from the date of expiry.
- 14.2** The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 14.3** The Performance Bank Guarantee (security deposit) will bear no interest.
- 14.4** This PBG would be released after satisfactory completion of contract including warranty period plus 4 months.
- 14.5** A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

BG advising message – IFN 760COV/ IFN 767COV via SFMS
To mandatorily send the Cover message at the time of BG issuance.
IFSC Code of ICICI Bank to be used (ICIC0000007).
Mention the unique reference (RAILTEL6103) in field 7037.

15. Rates During Negotiation:

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

16. Purchaser's Right to Vary Quantities

- 16.1 Variation:** The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order or issue of PAC. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

16.2 Purchaser's Right to Vary Quantities:

(A) Upto maximum extent of +/- 50% subject to following condition

- i. Upto +25% with no rebate.
- ii. From +25% to +40% with 2% rebate
- iii. From +40% to +50% with 4% rebate.

(B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.

16.3 Payment terms of this variation PO will be same as clause-13 above.

17. Issue of Purchase Order/Award of Contract:

RailTel shall consider placement of PO for those bidders whose offers have been found technically and commercially acceptable and are lowest. The bidder shall within in 7 days of issue of PO, give his acceptance and submit Performance Bank Guarantee as per Clause 4.

18. RailTel right to accept any Bid and to reject any or all Bids:

RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the RailTel action.

19. Constitution of Firm and Power of Attorney:

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

- a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- b) As partner or partners of the firm.
- c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

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

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

19.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated of copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.

19.5 The duly notarized Power of Attorney shall be submitted at the time of bid submission, and original copy shall be submitted at the time of issue of LOA/PO.

Note:

- i. The bidder is required to give acceptance of all the clauses of GeM bid, ATC and RailTel's Bid Specific ATC document. Any deviation / non-acceptance may lead to rejection of the bid.
- ii. Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- iii. This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: **GEM/2024/B/4769480**

In case, If any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevails.

20. Online Submissions:

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

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

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

20.3 This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against GeM Bid No: GEM/-----.

20.4 In case, If any contradiction between GeM Bid, RailTel's Bid Specific ITP will prevail.

21. Preference to make in India:

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

21.1 Local Content:

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.

- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.
- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of "Local Content" and "Imported Content" for each SOR item as per DPIIT's PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.
- v. Self-certification of bidder as above shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. "We _____ the statutory auditor of M/s.____ (name of the bidder) hereby certify that M/s._____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. ___% (to be filled by the work center) quoted vide offer No. _____ dated ___ against RAILTEL tender No. _____ by M/s. _____ (Name of the bidder).

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

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

21.2 Bidders sharing a land border with India:

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

22. System Performance Guarantee:

22.1 The tenderer shall give unqualified and unconditional guarantee that when the Item / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

22.2 This certificate in the Proforma given in **Form No. 2**, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

23. Credential Verification:

23.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

23.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in this tender document (Form No. 3). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by

the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.

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

24. The For Micro and Small Enterprises (MSEs):

- 24.1** Eligible MSEs are exempted from cost of tender document. However, MSEs are required to meet the eligibility criteria as specified in clause 9.1 and 9.2 above as the case may be. Further, the subject work being a works contract having scope of integrating various IT products and applications, the purchase preference criteria for MSME will also be not applicable in the tender
- 24.2** MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 24.3** The MSEs should submit valid Udhya certificate (UAM No.) along with the Bid. Failing 23.1 and 23.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- 24.4** "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 24.5** MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 24.6** MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- 24.7** RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or

otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

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

25. Support to Start-up Enterprises:

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

25.1 Exemption from submission of EMD: Start-ups shall be exempted from payment of Earnest Money. They shall be required only to submit Bid Security Declaration as per form no-08.

25.2 Start-up Enterprises are relaxed from in Prior Turnover and Experience.

26. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC):

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

27. FINAL ACCEPTANCE CERTIFICATE (FAC):

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of PAC provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate against the contract shall be issued by **Contract Management Authority**. Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser shall remain liable for fulfilment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

28. Technical proposal of tenderer in conformity with system design:

Bidder has to submit the technical solution document including design, architecture, flow, virtual machine requirement, software's, license, OS etc. RailTel shall provide required virtual machines at DC and DR to deploy the solution however bidder has to provide all software's, licenses, Operating Systems etc. required to implement the proposed Cloud Solution at both DC and DR without any additional cost to RailTel.

29. System Performance Guarantee

29.1 The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

29.2 This certificate in the Proforma given in **Chapter 6 Form No. 2**, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

30. Credential Verification:

30.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

30.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter-6 of this tender document (**Chapter 6 Form No. 3**). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

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

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

31. Integrity Pact Program:

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

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

Name of IEMs and contact details:

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

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

General Manager/NTP
RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: hss@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-6 of this tender document (**Chapter 6 Form No. 4**).
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

- g) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt. 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.

Annexure-I

Scope of Work & Technical Requirement

1. Project Background

RailTel Data Center is currently providing many DC services like Cloud Hosting, VPN, Email, DR, DDoS, Backup, Security etc. to its customers. All these services are provided through Tier-III Data Center's located at Gurgaon and Secunderabad. Both the Data Centers are MeitY Empaneled Data Center for Cloud Services.

RailTel is planning to enhance the existing services in terms of capacity and features currently available. All the components being asked in tender are to be implemented in such a way so that the same can be offered "As a Service" to RailTel's Customers for both DCs.

2. Design Considerations

- i) To meet the required RTO and RPO, RailTel shall provide the required bandwidth.
- ii) Solution(s) asked in the tender must have functionality of Multitenancy so that the same may be offered "As a Service" to RailTel's multiple customers.

3. Scope of Work

Under the scope of tender, bidder to provide and deploy all licenses for implementation of Cloud Solution to fulfill the RailTel's requirement.

4. Data Center Service Requirements

Bidder shall be responsible for the following Data Center Services.

- i. Supply, Installation, Configuration, integration, performance Tuning & Integration, Performance Testing, Acceptance Testing, Commissioning of the supplied solutions as per Schedule of Requirements.
- ii. The bidder should provide respective services for the supplied solution for its installation, Configuration, fine-tuning, integration with existing components and commissioning to Meet the functional requirements.

5. Design Considerations and Functional Specifications

The bidder should ensure the following key design considerations for cloud project solution-

- (i) **Automation & Orchestration** – Enterprise grade cloud infrastructure and management solution to provide modern infrastructure automation platform for both traditional and cloud native workloads that increases productivity and agility by reducing complexity and eliminating manual or semimanual tasks. With proposed solution internal IT operations, DevOps engineers, developers and the lines of business should get the environments and

resources that they need faster for smooth user experience, while IT maintains security and control.

- (ii) **Comprehensive Management-** Streamlined and Automated operations of Data Center. Platform should provide continuous performance optimization, efficient capacity and cost management, proactive planning, intelligent remediation, and integrated compliance—powered by AI and predictive analytics.
- (iii) **Data Center Virtualization** – Significantly reduces Capex by standardizing services on logical resources and simplifying the data center footprint.
- (iv) **Network Virtualization and Inherent Security-** Software defined network along with Zero-trust security architecture for every workload/application to reduce attack surface on datacenter. It shall provision protection of traffic in all directions (east-west and north-south) with granular firewalling and micro segmentation. Granular role-based access control for management solution. Should support integration with third party security solutions for comprehensive security. Solution should deliver intelligent operations for software defined network and security, accelerate micro-segmentation planning and deployment, enable visibility, and provides operational views to manage and scale deployments.
- (v) **Software defined storage-** Software-defined, enterprise storage solution fully integrated with server virtualization software and embedded in hypervisor kernel to aggregates local or direct-attached data storage devices to create a single storage pool shared across all hosts in a cluster.
- (vi) **Highly Available and Resilient Infrastructure** - To ensure uninterrupted application availability, SDDC solution must support various levels of fault tolerance and high availability, within one or multiple datacenters.
- (vii) **Vendor Agnostic** – For a truly scalable and automated SDDC solution, it must be vendor agnostic- customer should be able to add compatible infrastructure resources from complying OEM vendors in future without any constraints.
- (viii) **Business continuity & Disaster Recovery** – Capability to plan, test and run automated recovery of virtual machines between protected site and recovery site.
- (ix) **Installation and implementation:** Bidder has to ensure that complete installation, implementation of supplied cloud solution must be executed. Deployment Team must provide Knowledge Transfer, Implementation documents, Training of each component deployed to Data Center Technical Team of RailTel.

6. Bidder must consider following to deploy cloud solution at RailTel Data centre:

- i. The bidder shall supply various cloud software as per Schedule of Requirements (SoR) and in accordance with minimum technical specifications as provided. Higher version /additional specifications shall be accepted. However, deviation from minimum specifications if any, shall be clearly indicated along with the explanation in the technical deviation section.

- ii. The deployment of the cloud shall be in RailTel's data centres at Gurgaon and Secunderabad. The actual number of servers to be deployed in each DC will be provided to the successful bidder. The deployed solution must be designed in such a way that DC-1 work as a DR for the DC-2 and vice versa.
- iii. Bidder must provide the cloud solution with latest version of all its components. It's responsibility of bidder to upgrade the version released by OEM time to time of all the supplied components till the currency of contract i.e. warranty.
- iv. Currently, RailTel is having VMware Cloud solutions and under this tender, RailTel is planning to upgrade/enhance the capacity of its current clouds. If bidder is proposing any other cloud solution, bidder must ensure seamless integration with existing RailTel Cloud using same cloud management. Any hardware/software required for implementing cloud management shall be provided by bidder without any additional cost to RailTel.
- v. In case bidder offer solution similar to existing cloud solution (VMware) then bidder must upgrade (in latest version) all its components and configuration covered under the existing Cloud without any additional cost to RailTel.
- vi. All the supplied software licenses and subscriptions should be in the name of RailTel.
- vii. The bidder shall supply the required software Viz, in SOR for building the private cloud as per RFP requirement and technical specifications.
- viii. The bidder shall provide software subscriptions for a period of 3 (Three) years as part of scope of this tender. Bidders should submit OEM undertakings to provide warranty/support for 3 years for supplied components by respective OEM and should have back-to-back warranty/support arrangement with respective OEM to ensure smooth operations.
- ix. The bidder shall design and deploy supplied cloud solution on server hardware provided by RailTel.
- x. The bidder shall prepare the infrastructure for compute, storage, network & security virtualization.
- xi. The bidder shall integrate the prepared hosts and cluster with existing hypervisor manager in MeitY empaneled RailTel cloud to centrally manage compute and storage of existing and new servers and to expand the RailTel cloud infrastructure capacity at DC an DR sites.
- xii. The successful bidder shall integrate the new infrastructure cluster with MeitY empaneled RailTel cloud management components deployed in RailTel Data Centers for provisioning multiple IaaS cloud services available from RailTel cloud portal on these new infrastructure and cluster.
- xiii. The bidder shall integrate new infrastructure cluster with MeitY empaneled RailTel cloud management components deployed in RailTel Data Centers for operations & management, monitoring, network visibility and logging.

- xiv. The bidder shall integrate new infrastructure cluster with MeitY empaneled RailTel cloud management components deployed in RailTel Data Centers for software defined network and security and to extend the micro segmentation security policies to new servers.
- xv. The bidder shall integrate new infrastructure cluster with site recovery software instance at MeitY empaneled RailTel cloud at DC and DR to enable automated recovery of virtual machines based on recovery plans for virtual machines deployed on these new servers.
- xvi. The bidder shall also perform the required update and upgrade of software components as required during deployment at DC and DR to latest feasible versions.
- xvii. The successful bidder shall work with RailTel team on low level design of the deployment and integration.
- xviii. The successful bidder and RailTel team will work together to plan and size the usable compute resources and storage resources available for client provisioning as per the OEM deployment and best practice, performance requirement and available physical server and storage resources.
- xix. Bidders shall furnish the detailed Bill of Material (BoM) for each SoR item. The detailed Bill of Material should clearly mention all the components down to software components including quantities and licenses. The priced Bill of Material should be submitted in the price bid and unpriced Bill of Material should be submitted in the techno commercial part. There should be no difference in the items and quantities in the priced and the unpriced BoMs.
- xx. Bidders should provide services for the supplied Software, for their installation, Configuration, integration, fine-tuning and commissioning to Meet the functional requirements.
- xxi. Bidders shall provide Root Cause Analysis for each case logged with Support team/OEM Team.
- xxii. Bidder/OEM shall provide integration of SIEM i.e. ArcSight on Network level for traffic visibility.

7. Technical Specifications of Cloud Solution:

S.N.	Category	Specifications	Compliance (Y/N)
1	General	Should be rated as a 'Leader' and top 3 in Cloud Management and Automation technologies by leading industry analysts like IDC OR Forrester Wave OR GARTNER.	
2	General	The solution should provide a centralized Management and provisioning solution that understands the physical and logical topology of the provisioned data center and the underlying components.	

S.N.	Category	Specifications	Compliance (Y/N)
3	General	The solution should have capability to automate the bring-up process of the entire software platform, including deployment of infrastructure VMs, creation of the management cluster, configuration of VLANs, virtual storage, virtual network, and cluster creation and provisioning.	
4	Automation	Solution should provide automation and orchestration solution for automated delivery of IaaS, PaaS, XaaS services so that when VM/app is created it should automatically get the required virtualized compute, storage, switching, routing, firewall, load balancing services without any manual intervention. All compute, network, storage, security, load balancing policies must follow the life cycle of VM and movement within and across DC & DR.	
5	Automation	The solution shall allow authorized administrators, developers or business users to request new IT services and manage specific cloud and IT resources, while ensuring compliance with business policies.	
6	Automation	The solution should provide for creation of complete application blueprints along with required virtual networking (routing, load balancing) and security services for the application using a user friendly graphical interface by using drag & drop functionality	
7	Automation	The solution should have a Unified graphical canvas for designing machines, software components and application stacks with the ability to extend or define external integrations in the canvas through XaaS.	
8	Automation	The Solution should have ability to integrate with industry standard authentication like AD and it should have inbuilt identity services to provide seamless single sign on experience across cloud management components.	
9	Automation	The solution must provide onboarding capability for existing VMs including visibility and show back for all the VM resources, those are not necessarily deployed through Private Cloud Orchestrator. System also must provide Day-2 actions like resize, snapshot, reboot, power on/off etc. for onboarded existing VM's into private cloud.	
10	Automation	The solution shall support native (without using any 3rd party component) approval policies integrated with email notifications such that approvals/rejections can be done	
12	Automation	The Solution should support role-based access control across platform for identity and access management.	
13	Automation	The solution must provide a marketplace to allow user to consume the creation of infrastructure easily.	

S.N.	Category	Specifications	Compliance (Y/N)
14	Automation	The Solution should have the capability to deploy everything through UI, API and as code across Private Cloud Infra. Design blueprints and define deployments declaratively. Should have the ability to express and manipulate infrastructure the same way as application code. Setup accounts, zones, policies, tags, projects. Should support bulk Import of existing VMs. Should have repository and versioning for Blueprints.	
15	Automation	The solution should provide flexibility in deployment with having cloud-independent VM/application profile coupled with its cloud-specific logic that abstracts the application from the specific cloud, interprets the needs of the application, and translates those logical needs to cloud-specific services and APIs. The tool should eliminate the need of cloud specific scripting/IaaS to prevent cloud lock-in.	
16	Automation	The Solution should support HTML5 based remote console for deployed virtual machine without need of enabling Remote Desktop/SSH.	
17	Automation	The solution should provide true multi tenancy, each tenant needs to be able to create their own profiles/blueprints, share them to a public catalog, and not be able to see other tenant's build profiles, compute resources, or managed machines.	
18	Automation	The solution should be able to integrate with existing datacenter services such as DNS, NTP, Active Directory, LDAP etc.	
19	Automation	The virtual Projects/Zones should be elastically expandable to larger capacities when needed. This expansion should be non-disruptive to existing workloads and should be destroyable when not needed and the resources consumed by them returned to the available resource pool.	
20	Automation	Should support in built CI/CD tool for DevSecOps to automate build, release and deploy from continuous and repeatable basis by integrating on prem cloud across VMs and containers. Should be able to track artifacts and automate deployment configurations to ensure correct versions are used across all stages of the development lifecycle.	
21	Automation	The solution must provide onboarding capability for existing VMs including visibility and show back for all the VM resources, those are not necessarily deployed through Private Cloud Orchestrator. System also must provide Day-2 actions like resize, snapshot, reboot, power on/off etc. for onboarded existing VM's into private & Public Cloud.	

S.N.	Category	Specifications	Compliance (Y/N)
22	Automation	The Solution should have the capability to deploy everything through UI, API and as code across Private & Public Cloud Infra. Design blueprints and define deployments declaratively. Should have the ability to express and manipulate infrastructure the same way as application code. Setup accounts, zones, policies, tags, projects. Should support bulk Import of existing VMs. Should have repository and versioning for Blueprints.	
23	Automation	The solution should provide unified and centralized software defined platform that integrates market leading compute, storage, networking and security virtualization and Kubernetes into a common platform to deliver enterprise-ready cloud infrastructure with continuous delivery to enable frequent and reliable software releases, and reduce the operational risk for the private and public cloud.	
26	Life-Cycle Manager	The solution should include unique lifecycle management services that automate day 0 to day 2 operations for private cloud's management components, from bring up to configuration, resources provisioning and patching/upgrades.	
27	Log Management	The solution should have monitoring, auditing and logging capabilities built-in as part of cloud operations capabilities built-in for cloud operations for both physical and logical infrastructure	
28	Log Management	The solution should have log analytics available in one single management window to make troubleshooting easier. Should provide a single location to collect, store, and analyze unstructured data from OS, VMs, apps, storage, network devices, containers, Kubernetes etc. at scale. Should provide intuitive dashboard and should allow IT teams to search for certain event patterns & types for troubleshooting.	
29	Log Management	Should have support for content packs for visibility and monitoring of 3rd party infra and devices running the private Cloud.	
30	Log Management	The Solution should have Integrated log management and operation management, in order to better co-relate incidents happening and should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations	
31	Log Management	Should allow connecting to data-center ecosystem components e.g., operating systems, applications, servers, storage arrays, firewalls, network devices, etc., providing a single location to collect, store, and analyze logs at scale	
32	Log Management	Should be able to add all types of structured and unstructured log data, enabling administrators to troubleshoot quickly, without needing to know the data beforehand.	
33	Log Management	Should have capabilities to perform long term Log retention and Log archival for future access.	

S.N.	Category	Specifications	Compliance (Y/N)
34	Operations	The solution should provide automatic private cloud metering and consumption analysis.	
35	Operations	Solution must provide cloud operations layer integrated with automation layer which provides proactive monitoring, alerts, management, capacity planning, performance management, troubleshooting workbench with compliance etc.	
36	Operations	The solution should provide capacity optimization capabilities to identify over-provisioned & under-provisioned resources and provide recommendations, alerts and automated actions on right-sizing and resource consumption so they can be right-sized for adequate performance and avoid resource wastage. Should provide visibility of capacity and VMs which can be reclaimed and cost visibility of the reclaimed capacity and VMs.	
37	Operations	Solution should provide monitoring and management of complete virtualized infrastructure with prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behavior, upcoming problems, and opportunities for efficiency improvements.	
38	Operations	The solution should provide out of the box capacity analytics and modelling, with granularity ranging from entire datacenter to cluster to individual host and virtual machine level.	
39	Operations	Single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with alerts. Monitor, analyze virtual machines, server utilization availability with detailed predict analysis of what's-if Scenario hardware procurement, capacity planning, Capacity forecasting, performance graphs and greater visibility into object relationships. Metric collection intervals should be granular and the platform should have capability to analyze metrics data captured at 5 min intervals or lesser over extended period of time, so that capacity planning and troubleshooting will be effective.	
40	Operations	The solution shall preemptively rebalance workloads in advance of upcoming demands and spikes, eliminating resource contention before it happens thus ensuring that workloads get the resources that they need at all times	
41	Operations	The Solution should provide the health of the various relative subcomponents in a topology diagram which can be monitored and reported within the solution.	
42	Operations	The solution should provide alert management on problem detection. Each notification should include a clear description of the problem and provides remediation actions needed to restore service, degradations or failures are aggregated and correlated to workload/ virtual domains to enable a clear view of the impact of any issue.	

S.N.	Category	Specifications	Compliance (Y/N)
43	Operations	The solution should deliver a single interface for heterogeneous and highly scalable solution of both physical and virtual components with intuitive, actionable dashboards, sophisticated analytics and broad third-party extensibility, providing deep operational visibility and faster troubleshooting	
44	Operations	The solution should have the ability to provide information on aggregate and forecast capacity of the system both physical and virtual at any given time.	
45	Operations	The solution should provide capability of generating reports for usage, performance, compliance, health, forecasting, capacity, cost optimization across Private Cloud.	
46	Operations	The solution should provide capacity optimization capabilities to identify over-provisioned & under-provisioned resources and provide recommendations, alerts and automated actions on right-sizing and resource consumption so they can be right-sized for adequate performance and avoid resource wastage. Should provide visibility of capacity and VMs which can be reclaimed and cost visibility of the reclaimed capacity and VMs.	
47	Operations	The solution should provide out of the box capacity analytics and modelling, with granularity ranging from entire datacenter to cluster to individual host and virtual machine level.	
48	Operations	Single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with alerts. Monitor, analyze virtual machines, server utilization availability with detailed predict analysis of what's-if Scenario hardware procurement, capacity planning, Capacity forecasting, performance graphs and greater visibility into object relationships. Metric collection intervals should be granular and the platform should have capability to analyze metrics data captured at 5 min intervals or lesser over extended period of time, so that capacity planning and troubleshooting is effective	
49	Operations	The Solution should do analytics on capacity behavior and should have capability of showing all under and over utilized VM's with their right sizing information on periodic basis.	
50	Operations	The Solution should be capable of creating custom dashboard with reporting as per customer ease and requirements, Solution should be able to scan/search objects with advanced search option for faster access to require information for trouble shooting	
51	Operations	The Solution should have the capabilities for customization of dashboards.	
52	Operations	Dashboards must be available to allow different Department to control the behavior and consumption of the services	
53	Operations	The solution must allow single management console to view the performance of the infrastructure and the blueprint designer without logging in to different URL.	

S.N.	Category	Specifications	Compliance (Y/N)
54	Operations	The solution should provide resource reclamation functionality which identifies and reclaims inactive and abandoned resources by automating the decommissioning and reuse of retired resources. It should also provide reclamation savings reports which would enable organizations to quantify its cost savings	
55	Operations	The solution shall provide ready to use templates to validate configuration standards on the Virtual Machines covering security best practices, vendor hardening guidelines and regulatory mandates such as PCI-DSS, FISMA, CIS, DISA and custom compliance policies to track & enforce compliance.	
56	Operations	The solution should provide advanced trouble shooting capabilities leveraging AI/ML technologies which would provide troubleshooting evidence consisting of events, property changes and metric abnormalities. Should be able to trigger automated actions on event generation	
57	Operations	the Proposed Solution should be able to identified out of the box top 10 VM's basis on their high resource utilization (CPU/Mem/Storage/Network/IOPS) in a single dashboard	
58	Operations	The Solution have capability for finding object anomalies from standard behaviors and report this before major bottleneck for solution.	
59	Operations	Should have out of the box reporting features for current capacity usage, potential optimizations, physical resource availability, available headroom for expansion and system compliance to security/operational guidelines.	
60	Operations	Should have capacity analytics which provide "What If" scenarios to identify the resource shortfall and do Capacity Planning for Future workload requirements.	
61	Operations	Should have ability to perform agentless services discovery for known services running inside OS and monitoring their states.	
62	Operations	The Solution should have Integrated log management and operation management, in order to better co-relate incidents happening and should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations	
63	Operations	The Solution should be able to extend the monitoring and management capability to hardware environments such as 3rd party compute and storage, without any customization.	
64	Operations	The Solution should have ability to extend agent-based application monitoring for more detailed analytics for applications, that agent can be installed on Physical as well to cover physical environment.	
65	Orchestrator	The solution shall provide an orchestration engine with ready workflows and ability to create custom workflows based on SOAP/REST operations and PowerShell scripts	

S.N.	Category	Specifications	Compliance (Y/N)
66	Orchestrator	The solution should have the ability to create custom workflows to automate the delivery of anything as a service - XaaS (for example Email, Storage as a Service, Network as a Service, Backup as a Service etc.)	
67	Virtualization	Solution should include compute Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS with features like proactive HA, DRS, replication, fault tolerance with continuous availability of VMs with zero downtime and zero data loss, hot add of CPU, memory, devices for windows as well as Linux VMs, VM level encryption, secure boot, uninterrupted service delivery within and across datacenter at geographical distance (<100ms latency), distributed virtual switch, kernel embedded network and storage virtualization technology.	
68	Virtualization	Live Virtual Machine migration between different generations of CPUs in the same cluster with and without the need for shared storage option. Should support Live Virtual Machine migration long distances from one site to another (up to 150 milliseconds round trip time) with no disruption to users or loss of services, eliminating the need to schedule application downtime or business downtime.	
69	Virtualization	Live migration of VM disk from one storage array to another without any VM downtime. Support this migration from one storage protocol to another e.g.: FC, NFS, iSCSI, DAS.	
70	Virtualization	Proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs.	
71	Virtualization	Should support HA for migration of VMs in case one server fails all the Virtual machines running on that server shall be able to migrate to another physical server running same virtualization software. Should support HA for VMs with a passthrough PCIe device or a NVIDIA vGPU.	
72	Virtualization	It should support affinity and anti-affinity rules to set constraints that restrict placement of a virtual machine to a subset of hosts in a cluster and to keep virtual machines paired or separated.	
73	Virtualization	No downtime, No data loss and continuous availability for the applications running in virtual machines in the event of physical host failure., without the cost and complexity of traditional hardware or software clustering solutions.	
74	Virtualization	Add CPU, Memory & devices to virtual machines on the fly when needed, without disruption or downtime of working VMs for both windows and Linux based VMs.	
75	Virtualization	Create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.	

S.N.	Category	Specifications	Compliance (Y/N)
76	Virtualization	Support for persistent memory, exposing it as block storage or as memory, to enhance performance for new as well as existing apps	
77	Virtualization	Should support features like DRS which run every minute and provides workload balancing.	
78	Virtualization	Should support network and storage QoS to ensure performance on per VM basis	
79	Virtualization	VM-level encryption with no modifications in guest OS to protects unauthorized data access both at-rest and live Vmotion.	
80	Virtualization	Should support TPM 2.0 and secure boot which provides protection for both the hypervisor and guest operating system by ensuring images have not been tampered with and preventing loading of unauthorized components.	
81	Virtualization	Should provide a trust authority which creates a hardware root of trust with a trusted computing base using a small, separately managed cluster of hosts. These hosts take over the task of attestation and will be the ones that verify the other clusters to ensure that those systems meet the requirements for trust.	
82	Virtualization	Should support Intel Software Guard Extensions (SGX) which allows applications to work with hardware to create a secure enclave such that things like encryption key cannot be viewed by the guest OS or hypervisor.	
83	Virtualization	Should support Integration of 3rd party endpoint security to secure the virtual machines with offloaded antivirus, antimalware, firewall and hips solutions without the need for agents inside the virtual machines.	
84	Virtualization	Support boot from iSCSI, FCoE, and Fibre Channel SAN. Integration with Storage API's providing integration with supported third-party data protection, multi-pathing, and disk array solutions.	
85	Virtualization	Should provide a centralized virtual switch which span across a virtual datacentre and multiple hosts should be able to connect to it. This should simplify and enhance virtual-machine networking in virtualized environments.	
86	Virtualization	In-built enhanced host-level packet capture tool which will provide functionalities like SPAN, RSPAN, ERSPAN and will capture traffic at uplink, virtual switch port and virtual NIC level. It should also be able to capture dropped packets and trace the path of a packet with time stamp details.	
87	Virtualization	Should provide restful APIs which can be consumed with any automation tool like Puppet, Chef, Ansible.	
88	Virtualization	Provide Efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.	

S.N.	Category	Specifications	Compliance (Y/N)
89	Virtualization	Solution should support DR automation solution delivered from virtualization manager console for automated failover, failback, and recovery of application VMs in proper sequence to other data centre with single click	
90	Virtualization	Solution should support solution to perform non-disruptive DR drill/testing of recovery plan for full and selected applications every six months without impacting production applications running in primary environment.	
91	Software defined storage	The proposed solution shall provide software based providing enterprise class storage features/services on commodity x86 servers	
92	Software defined storage	Should be integrated in hypervisor kernel with no additional VM/Appliance should be required to install.	
93	Software defined storage	Should support all Virtualization benefits like HA, vMotion, DRS etc.	
94	Software defined storage	Should support snapshots and clones in a Virtual environment.	
95	Software defined storage	Should be Hardware independent to provide flexibility of choosing hardware from any server manufacturer & should support mixing of different compatible Server brands in same Cluster. It should work on mutually certified hardware of any vendor like Dell, HP, Cisco, Lenovo, Hitachi etc. Compatibility certification should be publicly endorsed by both, i.e. hardware OEM & Storage Virtualization Software OEM.	
96	Software defined storage	Should support nondisruptive Scale-Up (Upgrade by inserting drives in existing empty drive-slots) & Scale-Out (Upgrade by adding nodes) upgrades to grow capacity and/or performance whenever required.	
97	Software defined storage	Solution should support an operational model to use common storage management framework for proposed solution and traditional FC SAN, iSCSI & NAS Storage environment	
98	Software defined storage	The solution should provide a single unified management console for the management of the entire environment including virtualized environment as well as software defined storage environment. This would simplify the manageability of the entire solution.	
99	Software defined storage	Provide granular VM-Centric controls for managing storage service levels	
100	Software defined storage	The solution should deliver zero data loss capability in case of disk, host, network or rack failure.	

S.N.	Category	Specifications	Compliance (Y/N)
101	Software defined storage	The solution should support Proactive Health Analytics and provide predictive alerts.	
102	Software defined storage	The Server nodes for the proposed Solution should connect over Ethernet ports with no dependency on any proprietary or specialized interconnects.	
103	Software defined storage	The proposed solution should be a purely software based solution and should not be dependent on any hardware make and model. Solution should be compatible on any x86 hardware of choice	
104	Software defined storage	The proposed solution should be capable to connect to FC SAN for VM migration and reusing existing Storage natively using FC HBA.	
105	Software defined storage	The proposed solution should provide framework to set storage and data policies like mirroring, fault tolerance, capacity reservation, cache reservation, IOPs on a per-VM & per virtual disk basis and should also allow changes to these policies on the fly without restart of virtual machines.	
106	Software defined storage	The software defined storage should also ensure that in-case of node failure there should not be any impact on the data availability and data should be spread across nodes.	
107	Software defined network Security &	The proposed SDN solution should be a purely software-based solution and should not be dependent on any hardware make and model	
108	Software defined network & Security	The SDN solution should offer to deploy virtualized network functions (like switching, routing and firewalling), administrators can build virtual networks for Virtual Machines or Virtual Desktop Infrastructure without the need for complex VLANs, ACLs or hardware configuration syntax on underlay physical network	
109	Software defined network & Security	The SDN solution should support Stateful firewalling up to Layer 7 (including app identification and URL whitelisting/Filtering), embedded in the hypervisor kernel, distributed across entire environment with centralized policy and management without the need of any third -party agents	
110	Software defined network & Security	The SDN solution should support security policies for virtual machines and can be defined based on grouping construct with dynamic or static membership criteria based on VM name, tags, logical switch, logical port, IPsets, computer OS Name, computer name, Active Directory	

S.N.	Category	Specifications	Compliance (Y/N)
111	Software defined network & Security	The security policies in the virtualization layer must be tied to the application, which means whenever any application is moved from one virtualized server to another, even between different VLANs, the security policies including Firewall which should follow the application and there should be no need to redefine the security policies for the application at the new location. Also, when the application is deleted, all the security policies related to the application should also be remove.	
112	Software defined network & Security	The SDN solution should provide for automated delivery of virtual networking services, virtual Switching, virtual routing, virtual security services such as firewalling and being software manageable.	
113	Software defined network & Security	The SDN solution should support Layer-2 VPN allows you to extend your datacenter by allowing virtual machines to retain network connectivity across geographical boundaries.	
114	Software defined network & Security	Ability to provide micro-segmentation, security policies for a diverse workload environment containing on premises multi-hypervisor and bare metal Server from a single console.	
115	Software defined network & Security	Solution should support for management, control plane and data plane integration with third-party partners in a wide variety of categories such as agentless antivirus, switching, operations and visibility, advanced security and more	
116	Software defined network & Security	Solution should have native integration with cloud management platforms and other automation tools, VMware vRealize Automation, Terraform, Ansible and more, to empower developers and IT teams to provision, deploy and manage networks at the speed business demands.	
117	Software defined network & Security	The SDN solution should support distributed routing in-kernel with support of dynamic Routing and static Routing protocol including support for Ipv6	
118	Software defined network & Security	The SDN solution should offer comprehensive flow assessment and analytics and security groups and firewall rules suggestion for the purpose of implementing a zero-trust security within the datacenter	
119	Support	Cloud foundation Software, all its components and site recovery software should be provided from same OEM. OEM should provide direct support for L1, L2 and L3 levels 24x7x365 with unlimited incident support and 30 mins or less response time including the unlimited upgrades and updates for a period of 3 years from the date of commissioning.	
120	Site Recovery	The solution provides centralized automated disaster recovery, site migration and non-disruptive testing capabilities to the customers. Bidder/OEM has to provide necessary assistance for	

S.N.	Category	Specifications	Compliance (Y/N)
		Migration of VMs (atleast 150 VMs) from current infrastructure that is running on Vmware to newly build infrastructure.	
121	Site Recovery	The solution should work in conjunction with various replication solutions including both the VM/ Hypervisor based replication and array based replication to automate the process of migrating, recovering, testing, re-protecting and failing-back virtual machine workloads.	
122	Site Recovery	The solution should act as the same site to serve as a protected site and recovery site when replication is occurring in both directions and protecting virtual machines at both sites.	
123	Site Recovery	The migration of protected inventory and services from one site to the other should be controlled by a recovery plan that specifies the order in which virtual machines are shut down and started up, the resource pools to which they are allocated, and the networks they can access.	
124	Site Recovery	The solution should be able to Map virtual machines to appropriate resources on the failover site	
125	Site Recovery	The solution should provide option to customize the shutdown of low-priority virtual machines at the failover site to get more resources or proper utilization of resource and should provide option to recover multiple sites into a single shared recovery site	
126	Site Recovery	The solution should offer multiple recovery plans that can be configured to migrate individual applications and entire sites providing finer control over what virtual machines are failed over and failed back. Support the extension of recovery plans with custom scripts, control access to recovery plans with role-based access control. This also enables flexible testing schedules	
127	Site Recovery	The solution should be able to initiate recovery plan execution from virtualization manager with a single click and able to support automated boot of protected virtual machines with pre-specified boot sequence	
128	Site Recovery	The solution should offer:	
129	Site Recovery	· Application-agnostic protection eliminates the need for app-specific point solutions	
130	Site Recovery	· Automated orchestration of site failover and failback with a single-click reduces recovery times	
131	Site Recovery	· Frequent, non-disruptive testing of recovery plans ensures highly predictable recovery objectives	
132	Site Recovery	· Centralized management of recovery plans from the virtualization manager console replacing the manual runbooks	
133	Site Recovery	· Planned migration workflow enables disaster avoidance and data center mobility	

S.N.	Category	Specifications	Compliance (Y/N)
134	Site Recovery	· Reduce the DR footprint through hyper-converged, software defined storage.	
135	Site Recovery	· VM/ Hypervisor based replication integration to deliver VM-centric, replication that eliminates dependence on storage.	
136	Site Recovery	· Support for array-based replication offers choice and options for synchronous replication with zero data loss	
137	Site Recovery	· Self-service, policy-based provisioning via Storage Policy Based Protection Groups, Orchestration and Automation layer automates protection.	
138	Site Recovery	The solution should be able to manage and monitor execution of recovery plans from virtualization manager and support automated reconfiguration of virtual machine IP addresses at failover site. Should receive automatic alerts about possible site failure.	
139	Site Recovery	The solution should be able to automate failback to original production site using original recovery plan and also able to automatically re-protect virtual machines by reversing replication to the original site	
140	Site Recovery	The solution should be able to use storage snapshot to perform recovery tests without losing replicated data and also provide multiple point-in-time recovery which will allow reversion to earlier known states	
141	Site Recovery	The solution should enable the non-disruptive testing of recovery plans, using a temporary copy of the replicated data, and isolated network and storage environments in a way that does not disrupt ongoing operations at either site. This provides for the ability to test disaster recovery, disaster avoidance, or planned migrations as frequently as desired to ensure confidence in the configuration and operation of recovery plans.	
142	Site Recovery	The solution should be able to store, view and export results of test and failover execution from virtualization manager and automate cleanup of testing environments after completing tests	
143	Site Recovery	It should be able to manage replication directly through virtualization manager, at a granular virtual-machine level. Ensure complete replication of virtual machine data in an application-consistent state, prior to initiating migration	
144	Site Recovery	The solution should be able to automate planned migrations with graceful shutdown of protected virtual machines at the original site thus ensuring zero data loss and application-consistent migrations	
145	Site Recovery	The solution should provide storage-agnostic replication that supports use of low-end storage, including direct-attached storage and also provides host based replication which will replicate only changed blocks to increase network efficiency	

S.N.	Category	Specifications	Compliance (Y/N)
146	Site Recovery	The solution should provide automatic generation of history reports after the completion of workflows such as a recovery plan test and cleanup are performed in DR solution. These reports should document items such as the workflow name, execution times, successful operations, failures, and error messages which are useful for internal auditing, proof of disaster recovery protection for regulatory requirements, and troubleshooting. Reports can be exported to HTML, XML, CSV, Microsoft Excel, Word document.	
147	Site Recovery	OEM should provide direct support for L1, L2 and L3 levels 24x7x365 with unlimited incident support and 30 mins or less response time including the unlimited upgrades and updates for a period of 3 years from the date of commissioning.	

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

- 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.
- 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

Form No. 2

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

The Director,
RailTel Corporation of India Limited

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 item which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.

Form No. 3

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

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

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

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

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

along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Form No.: 4

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)

Form No.: 5

Performa for Manufacturer Authorization Form

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

Dated:

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

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

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

Dear Sir,

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

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

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

Thanking you,
Best regards,

Authorized Signatory

FORM No.: 06

Format for Power of Attorney

POWER OF ATTORNEY

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

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), 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 _____ 2020

(Signature and Name of authorized signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

Form No. 7

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

Director,
RailTel Corporation of India Ltd.

Dated:

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

Sub: OEM Undertaking

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

Dear Sir,

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

A. We undertake/Certify that

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

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

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

C. We Certify that,

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

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

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

(or, upon request, return) to the party supplying the software to Customer, if different than

- (iii) Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.

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

or

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

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

Seal and signature of the authorized representative of OEM

Place:

Date:

Form No. 8
Format for Bid Security Declaration
(On Non-judicial stamp paper of Rs. 100/-)

Whereas, I/We _____ (Name of Agency) has submitted bid for _____
(Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the
aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial
crunch on account of slowdown in the economy due to the pandemic,

I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from submitting
Earnest Money Deposit:

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended
validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail
to submit performance guarantee or fail to commence the work within stipulated time period
prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for
future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of
such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

(END of Tender Document)