



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(CIN: U64202DL2000GOI107905)

ELECTRONIC TENDER DOCUMENT

FOR WORK OF

“Supply and Rate Contract for procurement of Switches, Routers, Servers and SFPs for RailWire Network upgradation”

OPEN TENDER (Two Packet System)

खुलीE-निविदान. RailTel/Tender/OT/CO/RW/2022-23/RailWire N/w Upgradation/04
OPEN E-TENDER NO. RailTel/Tender/OT/CO/RW/2022-23/RailWire N/w Upgradation/04

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

खुली निविदा सूचना

E-Tender Notice No. RailTel/Tender/OT/CO/RW/2022-23/RailWire N/w Upgradation/04
Dated: 30.08.22

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि.(रेलटेल) “रेलवायर नेटवर्क अपग्रेडेशन के लिए स्विच, राउटर, सर्वर और एसएफपी की खरीद के लिए आपूर्ति और दर अनुबंध” के लिये भारतीय पंजीकृत फर्मों से दो पैकेट के माध्यम से ई-टेंडर आमंत्रित करता है।

क)	निविदा का डाउनलोडिंग के खुलने की तिथि	30.08.2022
ख)	बोली पूर्व बैठक की तिथि और समय	15.09.2022 को 15:30 बजे.
ग)	बोली प्रस्तुत करने की अंतिम तिथि और समय	27.09.2022 को 15.00 बजे तक.
घ)	ई-बिड खुलने की तिथि और समय	27.09.2022 को 15.30 बजे.
ङ)	निविदा की लागत (एएमसी को छोड़कर)	लगभग रु. 20.65 करोड़ (टैक्स सहित)
च)	बयाना राशि (ईएमडी) #	रु 11.82 Lakhs
छ)	निविदा दस्तावेज की फीस#	रु 11,800 (सभी समावेशी)

* बोलीदाता(ओं)/ओईएम(ओं) को 15.09.2022 15:00 बजे तक अपने प्रीबिड प्रश्न प्रस्तुत करने होंगे।

#योग्य एमएसई को केवल निविदा दस्तावेज का मूल्य और ईएमडी से छूट दी गई है। कोई और छूट नहीं दी जाएगी।

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

यह निविदा रेलटेल के सत्यनिष्ठा संधि कार्यक्रम के अंतर्गत आती है और बोलीदाताओं को सत्यनिष्ठा समझौते पर हस्ताक्षर करने और बोली के साथ इसे रेलटेल को जमा करने की आवश्यकता होती है।

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

Add.GM/NTP

OPEN TENDER NOTICE

E-Tender Notice No. RailTel/Tender/OT/CO/RW/2022-23/RailWireN/wUpgradation/04
Dated: 30.08.2022

RailTel Corporation of India Ltd. (RailTel) invites E-Tender in Two Packet System for “Supply and Rate Contract for procurement of Switches, Routers, Servers and SFPs for RailWire Network upgradation” from Indian registered firms.

a)	Opening date of Tender downloading	30.08.2022
b)	Date and time of Pre Bid Meeting	15.09.2022 at 15:30 hrs
b)	Last date & time of submission of bid	27.09.2022 upto 15:00 hrs.
c)	Opening of e-bid	27.09.2022 at 15:30 hrs.
d)	Estimated cost of work (excluding AMC)	Approx. Rs. 20.65 Cr (including taxes).
e)	Earnest Money (EMD) #	Rs. 11.82 Lakhs
f)	Cost of Tender Document #	Rs. 11,800/- (Including Tax)

*Bidder(s)/OEM(s) has to submit their pre-bid queries till 15.09.2022 at 15:00 hrs

Eligible MSEs are exempted from cost of Tender Documents and EMD only. No other exemption will be given.

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

This tender is covered under Integrity Pact Program of RailTel and the bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bid.

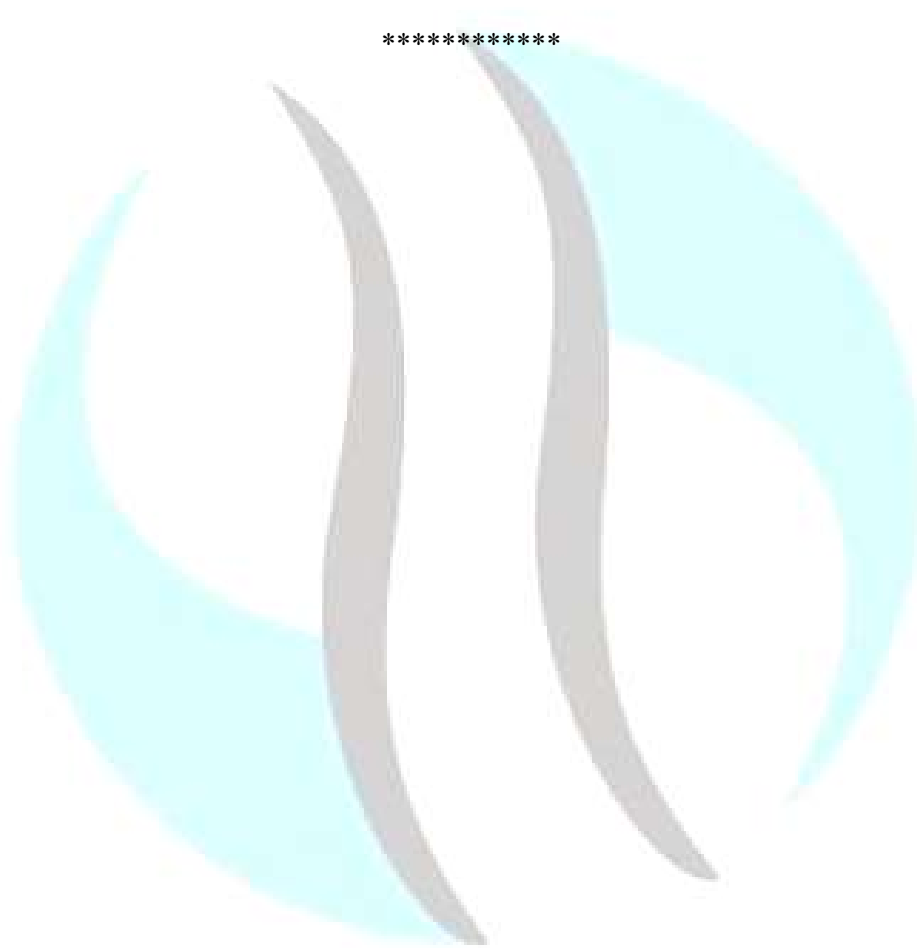
The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome

Add.GM/NTP.

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CHAPTER-1

OFFER LETTER

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

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

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **120 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **120 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. _____ (_____ amount in words _____) through eNivida Portal herewith submitted as **“EMD”**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

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

or

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

or

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

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

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

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CHAPTER-2

SCHEDULE OF REQUIREMENT

SOR :-

S N	Item Description	Unit	Qty	Supply Unit Price with tax (in Rs.)	AMC Cost for five year with Tax (in Rs.)	Total Cost with taxes (in Rs.)
1	Supply of 100G Uplink Switch (4X100G and 24X10G)	No.s	40			
2	Supply of 40G Uplink Switch (2X40G and 24 X 10G)	No.s	120			
3	Supply of QSFP+40G(40 KM)	No.s	160			
4	Supply of OTN device (8X100G) with SNMP support	No.s	10			
5	Supply of Servers for Radius	No.s	20			
6	Supply of Tier-4 Routers(4X100G and 24X10G)	No.s	80			
7	Supply of Tier-3 Routers(8X100G)	No.s	18			
8	Supply of QSFP28 LR4	No.s	40			
Total Cost of schedule of Supply (SOR item 1 to 8)						

1. AMC cost should be quoted as per clause No 4.A.3 of chapter 4A

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Note	
I	Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with break-up as per Performa attached as Annexure-A and B of this Chapter). The materials as per SOR are required to be delivered at site as indicated in clause 4.A.4 of Chapter-4-A. It shall be the responsibility of Tenderer to transport the equipment to site.
II	Bidder to give the detailed Bill of Material including break up of cost of common units/cards/module/chassis/License/Patch Cords.
III	Tenderer shall attach Unit Rate Analysis of all the items of the Schedule of Requirement (SOR) i.e. cost of each sub-assembly, card, module, License, Patch Cords, AMC etc. in their Price Bid. The quoted Unit Rates should correspond to the referred Rate Analysis.
IV	Tenderers should submit the configuration of each equipment indicating quantities of various modules/ sub modules/ cards/ sub racks including the vacant slots in the sub racks/ chassis for expansion in Technical bid.
V	Tenderer to give the detailed Bill of Material of each SOR items including break up of unit cost & AMC of each component/module and these will be part of the Rate Contract. RailTel can order full part or sub-part of Bill of Material of each SOR items during Rate contract. The quantity will be ordered in lots in due course of the contract depending upon the business requirement of RailTel and Sub PO against Rate Contract will be issued by respective Regions/CNOC.
VI	Cost of any license fee required to be paid for hardware & software shall be included in the rate quoted by the tenderer. All software supplied by the bidder should have perpetual license. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.
VIII	Non compliance of following will lead to summarily rejection of Bidders bid:- i. Tender Cost and EMD (Clause 4.A.22 of Chapter-4A). ii. If any Price Bid/Priced BOM submitted along with Technical Bid.
IX	Evaluation of bids will be done based on Total cost of SOR . After completion of evaluation process, LOA/Purchase Orders will be issued in favour of the selected bidder.
X	The Bidder(s)/OEM(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.
XI	The tenderer shall make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel. RailTel is the agency that will confirm the successful working of the product under testing. Tenderer shall provide all the required equipment and accessories for above testing at testing facility. Tenderer shall bear all the cost of above testing. RailTel shall provide only rack space and power supply. In case, offered equipment is already tested and approved by RailTel , it may be exempted from above testing. Decision of RailTel shall be final in this regard.
XII	Only Class-I & Class-II local suppliers are eligible to participate in this tender. Purchase preference will be given to Class-I local supplier meeting the criteria of minimum 50% Local Content (LC) or as notified in the Notification no. 18-10/2017-IP dated 29.08.2018 issued by Department of Telecommunication (DOT) and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender. 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.
XIII	During Technical evaluation, RailTel may asked of POC for offered equipment. Interoperability test with existing Network will also conduct during POC. POC may be exempted in case Offered Equipment or similar/higher capacity equipment of same OS is running in RailTel Network (In that case bidder/OEM request for exemption may be provided). For exemption of POC, RailTel decision will be final. Bidder should arrange material at CNOC (New Delhi) for POC and POC should be completed within 21 days after intimation to bidder. In case of Bidder failed to complete POC successfully in that case offered equipment will be technical disqualified.
XIV	In case of Equipment series/family of offered Equipment is new to RailTel , In that case Bidder/OEM should provide professional training (20 Man week) and professional OEM support services for integration of equipment with existing Network.



Annexure-A

Price Schedule for Supply Items

SN	HSN Code	Description	Total Qty	EX-Factory Price (Basic Unit Price exclusive of all levies and charges) (in Rs.)	Pkg % & Forwarding Charges	Freight % & Insurance Charges	Other Charges (to be specified by	CGST, IGST,SGST & GST	Price Per Unit (all inclusive) for delivery at destination		
1	2	3	4	5	6	7	8	9	10	11	12

(End of Chapter- 2)

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CHAPTER-3

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

A. TECHNICAL REQUIREMENTS

1.1 INTRODUCTION

Railtel Corporation of India Ltd. is having a Class- A ISP license. Being Class-A ISP, RailTel is providing internet leased lines to various customers within India which includes major corporate customer, government sector, defence etc.

For this Railtel has setup five internet gateway peering point within India to deliver the internet services to its customers. As per DOT guidelines, ISP should have Lawful interception monitoring system to monitor the contents browsed by internet customer from ISP network. To implement the Lawful interception monitoring system, C-DOT will be providing software solution.

1.2 OVERVIEW OF THE SCOPE OF WORK

The scope of work would be Supply along with & Integration (Supervision) of all the networking equipments at five locations viz New Delhi, Mumbai, Secunderabad and kolkata.

1.3 SUPPLY AND STORAGE OF EQUIPMENT

The tenderer will be responsible for Supply of Equipment/cards/interfaces/cords etc. and all related items for installation, Testing, commissioning & Integration of the network including the following:

- Equipment with required interfaces as specified in this tender document.
- Supervision for Integration with existing MPLS Transmission Network.
- The tenderer shall be responsible for transportation and storage of equipment and all other items required for Integration of the network to RailTel's stores/sites as advised.

1.4 SITE PREPARATION

1.4.1 RailTel's Responsibility

- Air-conditioned space for housing equipment's.
- 220 volt single phase un-regulated power supply and +- 48 V DC

1.4.2 TENDERER's Responsibility

The tenderer will be responsible for supply of equipment against this tender and integration (supervision) with the existing network, wherever required.

B TECHNICAL SPECIFICATIONS:

1) 100G Uplink Switch(4x100G and 24x10G) - (Item no. 1 of SOR)

S.N	Specification:
1	The LAN switch shall be standalone / rack mountable with the following ports:
2	24 Nos. 1/10G SFP+ , 4x Port 100G QSFP28 port.
3	The switch should support RJ-45 console port and industry standard CLI
4	The switch should support reset option to make switch reset to default.
5	The switch should support RJ-45 management port

6	Switch should have 02 power supply in 1+1 in redundant mode. It should support both type (-48v DC & 240v AC supply) of power supply . Any power source (-48v DC / 240v AC supply) can be inserted on the power port without any external adapter.
	General Specification:
7	The LAN Switch should support below specs Min 256MB RAM, 16MB flash, 1.5MB buffer.
8	The LAN switch shall be available with minimum Switching Fabric. 800 Gbps
9	The LAN switch shall have minimum packet forwarding rate at 64-byte packet length 600 Mpps
10	The LAN switch shall support minimum 32K MAC address.
11	The LAN switch shall support 1024 static MAC address entries
12	The LAN switch shall have 1K IGMP and 1K MLD snooping groups.
13	Switch should support Dying Gasp for quick trouble shooting during power failures or system shut downs.
	Layer-2 Features:
14	The LAN switch shall support IEEE 802.1Q VLAN up to 255 Active VLANs and 4094 VLAN ID.
15	It shall support for Automatic Negotiation of link speed and duplex to help minimize the configuration & errors.
16	It shall support centralized VLAN Management. VLANs created on the Core Switches shall be propagated to all the other switches automatically, thus reducing the overhead of creating / modifying / deleting VLANs in all the switches in turn eliminating the configuration errors & troubleshooting. It shall support GVRP / VTP for VLAN pruning and management.
17	It shall support edge port in STP, RSTP, MSTP (16 instances), PVST+ mode, BPDU filtering.
18	It shall support 802.1d, 802.1p, 802.1Q, 802.1s, 802.1w, 802.1x, 802.3x, 802.1ab.
19	It shall support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge.
20	It shall support IGMP snooping v1, v2 and v3, IGMP Proxy, IGMP Querier and MLDv1, MLD Querier.
21	It shall support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and 8 groups per device/8 ports per group.
22	It shall Support for Detection of Unidirectional links and to disable them to avoid problems such as spanning tree loops and support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol
23	It shall have supports L2/L3/L4 QoS/CoS solutions help ensure that critical network services such as VoIP, ERP, Intranet, and video conferencing are served with proper priority.
24	It shall support unknown unicast and multicast port blocking to allow tight control by filtering packets that the switch has not already learned how to forward.
25	It shall support unicast MAC filtering to prevent the forwarding of any type of packet with a matching MAC address.
26	Switch shall support for Admission Control features to improve the network's ability to automatically identify, prevent, and respond to security threats and also to enable the switches to collaborate with third-party solutions for security-policy compliance and enforcement before a host is permitted to access the network.
27	It shall be able to discover the neighbouring device of the same OEM giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems. It shall support LLDP or LLDP-MED for network discovery
28	There shall be support for Asynchronous data flows upstream and downstream from the end station or on the uplink using ingress policing and egress shaping
29	It shall support Optical Transceiver Digital Diagnostic Monitoring and support 802.3ah link layer remote loopback and discovery
30	It shall support configuration rollback to replace current configuration with any saved configuration file
31	It shall support Auto sensing speed on 10/100/1000 ports, Auto negotiating half/full duplex on all ports and Auto-MDIX.
	Quality of Service (QoS) Features:
32	The LAN switch shall have per-port broadcast, multicast, and unicast storm control.

33	There shall be 8 hardware-based queues per port for flexible QoS management.
34	There shall be supports WRR, WRED, SP, and WRR+SP
35	There shall be Shaping and Scheduling – SP, WRR, SPQ + WRR, WFQ, Weighted Deficit Round Robin (WDRR)
36	The switch should support QOS based on Switch port, 802.1p priority queues, vLAN ID, MAC addresses, IPv4/IPv6 addresses, DSCP, ToS, Protocol type, TCP/UDP ports,IPv6 traffic class
37	It should support Time-Based QOS
38	It shall support BPDU filtering feature, to shut down Spanning Tree Protocol Port Fast enabled interfaces when BPDUs are received to avoid accidental topology loops.
	Network Security Features:
39	The LAN switch shall support IEEE 802.1x to allow dynamic, port-based security, providing user authentication, Dynamic VLAN assignment
40	The LAN Switch shall support Compound Authentication and Change of authorization
41	It shall support unicast MAC filtering to prevent the forwarding of any type of packet with a matching MAC address.
42	It shall support unknown unicast and multicast port blocking to allow tight control by filtering packets that the switch has not already learned how to forward
43	It shall support IGMP filtering to provide multicast authentication by filtering out no subscribers and limits the number of concurrent multicast streams available per port
44	It shall support for SSHv2, SSL v2/v3, SNMPv3 to provide network security by encrypting administrator traffic during Telnet, SSH and SNMP sessions.
45	It shall support IMPB, DHCP snooping, IPSG and dyanmic ARP inspection
46	The switch shall be able to work on both IPv4 and IPv6 (dual stack) from day one
47	It shall support Port Mirroring (minimum 4 mirror session) based on port basis and VLAN basis to support intrusion prevention system deployment in different VLANs. It shall support bidirectional data on mirror port which allows IDS to take action when an intruder is detected. It should support RSPAN.
48	It shall support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration.
49	It shall support MAC address notification to allow administrators to be notified of users added to or removed from the network
50	It shall support port security up to 1K MAC address to secure the access to an access or trunk port based on MAC address. After a specific timeframe, the aging feature should remove the MAC address from the switch to allow another device to connect to the same port.
51	It shall support multilevel security on console access to prevent unauthorized users from altering the switch configuration.
52	It shall support BPDU filtering feature, to shut down Spanning Tree Protocol Port Fast enabled interfaces when BPDUs are received to avoid accidental topology loops.
53	It shall support Spanning-Tree Root Guard (STRG) to prevent edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes.
	Management:
54	It shall have Remote Monitoring software agent to support for enhanced traffic management, monitoring, and analysis or FNF (flexible netflow) or any industry standard.
55	It shall have Time-Domain Reflectometer (TDR) or equivalent technology to diagnose and resolve cabling problems on copper ports.
56	It shall support Unidirectional Link Detection (UDLD)
57	It shall have Layer 2 trace route to ease troubleshooting by identifying the physical path that a packet takes from source to destination
58	It shall support Web based or Trivial File Transfer Protocol (TFTP) and File Transfer Protocol (FTP), SCP
59	It shall support Simple Network Time Protocol/Network Timing Protocol (SNTP/NTP) to provide an accurate and consistent time stamp to all intranet switches
60	It shall support RMON v1 and v2 standards and 4 RMON groups

61	It shall support SNMPv1, SNMPv2c, and SNMPv3 and Telnet interface support to deliver comprehensive in-band management, and a CLI-based management console to provide detailed out-of-band management and Web Management for better manageability.
62	All Gigabit Ethernet ports (in case available) support IEC standard surge protection (6kV)
63	Switch should support Surge Protection on power input and on Ethernet ports as per EN standard
64	Switch should support Surge Protection to ± 4 kV (line-earth) and ± 2 kW (line-line) on power input
65	Loopback Detection (LBD) and Switch should support 802.3ah link layer remote loopback and discovery
66	It should support 63 IP interface, 8 loopback interfaces and Intervlan routing
67	It shall support default routing and static routing Support for 128 static IPv4 routes
68	It shall support VRRP v2
69	Should support authentication to allow an IP phone and a PC to authenticate on the same switch port while being placed on the appropriate voice and data VLANs.
70	Should support GVRP VLAN Trunking Protocol
71	It should support Port-based VLAN, MAC-based VLAN, VLAN Trunking, Voice VLAN and Surveillance VLAN, Private VLAN, GVRP, GARP, IP-Subnet Based VLAN and ISM VLAN (MVR), Guest VLAN
72	Should have the ability to disable per-VLAN MAC learning
73	Should support MAC Authentication Bypass (MAB) and WebAuth with downloadable ACLs
74	Switch must support Zero Touch Deployment feature so that it can automatically obtain IP address and configuration file from remote server
75	It should support flex link.
76	It should support TWAMP. Should support TWAMP responder and receiver for IPv6
77	It should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings : G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms.
78	It should support IEEE 802.1QinQ mechanism and VLAN translation
79	It should support In-Service Software Upgrade (ISSU)
80	It shall support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures.
81	Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port.
82	It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface
83	To check support for Standard and Extended Access Lists
84	It shall support access list based on IPv4/v6 address Protocol type IPv6 flow label VLAN-ID MAC-ID DSCP IPv6 traffic class TCP/UDP Port and User-defined packet content
85	Switch shall support Time based ACL
86	The Switch should support minimum 1K Ingress Access Control Entries
87	To check IGMP static join feature.
88	It shall support new tools such as Remote Defect Indication, Alarm Report, one-way or two-way Delay Measurement, Packet Loss measurement, and in-service diagnostics tools.
89	To check Login and Access control List violations shall generate alarms to Network Management System and a log of the same shall be generated.
90	It should support of ICMPv4, ICMPv6, Telnet v4, Telnet v6, SNMP v4 and SNMP v6
91	Switch should support PVST+ to have different stp instance for each vlan.
92	Switch should support CPU monitoring, Memory monitoring and password recovery.
93	Should have extensive support for IP SLA and best path selection for metrics like delay, latency, jitter, packet loss to assure business-critical IP applications or similar technology.
94	It should support MAC flapping feature to block a duplicate MAC to learn from uplink and downlink interface

95	It should support duplicate address inspection
96	Support multiple privilege level to provide different level of access on console port and telnet sessions
97	Switch should support traffic segmentation
98	It should support DOS attack prevention and URPF
99	Switch should support sflow or netflow
100	Switch should support IPv6 Neighbor Discovery (ND)
101	It shall support MAC address notification to allow administrators to be notified of users added to or removed from the network.
102	It should support DHCP server screening and client filtering, DHCP Client, DHCP Server and DHCP Relay with option 82,66 and 67.
103	It should support IEEE 802.1ag Ethernet OAM: Connectivity Fault Management (Support 32 MEPs)
104	It should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731
105	It should support Radius and TACACS + Switch, Local Database
106	It should support L2 Protocol Tunneling for STP,GVRP and LACP
107	Should support port and vlan mirroring and jumbo frame 9K.
108	Switch should support system log, traceroute, PING Size up to 9000 bytes or more.
109	Switch should have dual image. Switch shouldn't go in monitor in any case mode if power off during firmware upgrade.
110	Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G.
111	Switch should support following SNMP traps or syslog
112	i)Interface UP & Down
113	ii)Optical power SFP threshold alarms
114	iii)STP Topology Changes and New root bridge
115	iv)LLDP table changes
116	v)Threshold alarms for Temperature.
117	vi)Ethernet OAM SNMP alarms.
118	vii)Dying Gasp Traps or alarms
119	Switch should comply to following Temperature performance parameters :
120	i) Operating Temperature - min -5 to 50 °C
121	ii) Storage Temperature - min -20 to 70 °C
	Safety Requirement :-
122	Switch should have safety compliance of CE, LVD
	Electromagnetic Compatibility (EMC) Requirements:-
123	Switch should have EMC compliance of CE
124	Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.
125	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements
126	Switch should be IPv6 logo ready Certified
127	It shall have comprehensive debugging features required for software & hardware fault diagnosis. Switch should support Dying Gasp for quick trouble shooting during power failures or system shut downs.
128	Switch should come with default accessories like Switch 3PIN Power cable, RJ-45 console cable, 2 mounting brackets for 19" rack mounting, Mounting kit, Quick Installation Guide
129	SNMP Tool for performance monitoring should be provided along with Switches and Tool should also be provided for generation of configuration to multiple switches based on predefined templates . These tools should not be any additional cost to RailTel however VMs for same will be provided by RailTel in case required.

2) 40G Uplink Switch(2X40G and 24 X 10G) - (Item no. 2 of SOR)

S.N	Specification:
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1	The LAN switch shall be standalone / rack mountable with the following ports:
2	16 Nos. 1/10G SFP+ , 2 Port 40G QSFP+ port.
3	The switch should support RJ-45 console port and industry standard CLI
4	The switch should support reset option to make switch reset to default.
5	The switch should support RJ-45 management port
6	Switch should have 02 power supply in 1+1 in redundant mode. It should support both type (-48v DC & 240v AC supply) of power supply . Any power source (-48v DC / 240v AC supply) can be inserted on the power port without any external adapter.
	General Specification:
7	The LAN Switch should support below specs Min 256MB RAM, 16MB flash, 1.5MB buffer.
8	The LAN switch shall be available with minimum Switching Fabric. 480 Gbps
9	The LAN switch shall have minimum packet forwarding rate at 64-byte packet length 300 Mpps
10	The LAN switch shall support minimum 32K MAC address.
11	The LAN switch shall support 1024 static MAC address entries
12	The LAN switch shall have 1K IGMP and 1K MLD snooping groups.
13	Switch should support Dying Gasp for quick trouble shooting during power failures or system shut downs.
	Layer-2 Features:
14	The LAN switch shall support IEEE 802.1Q VLAN up to 255 Active VLANs and 4094 VLAN ID.
15	It shall support for Automatic Negotiation of link speed and duplex to help minimize the configuration & errors.
16	It shall support centralized VLAN Management. VLANs created on the Core Switches shall be propagated to all the other switches automatically, thus reducing the overhead of creating / modifying / deleting VLANs in all the switches in turn eliminating the configuration errors & troubleshooting. It shall support GVRP / VTP for VLAN pruning and management.
17	It shall support edge port in STP, RSTP, MSTP (16 instances), PVST+ mode, BPDU filtering.
18	It shall support 802.1d, 802.1p, 802.1Q, 802.1s, 802.1w, 802.1x, 802.3x, 802.1ab.
19	It shall support spanning-tree root guard and loop guard to prevent other edge switches becoming the root bridge.
20	It shall support IGMP snooping v1, v2 and v3, IGMP Proxy , IGMP Querier and MLDv1, MLD Querier.
21	It shall support Link Aggregation Protocol (LACP) as per IEEE 802.3ad and 8 groups per device/8 ports per group.
22	It shall Support for Detection of Unidirectional links and to disable them to avoid problems such as spanning tree loops and support Unidirectional Link Detection (UDLD) or any other industry equivalent protocol
23	It shall have supports L2/L3/L4 QoS/CoS solutions help ensure that critical network services such as VoIP, ERP, Intranet, and video conferencing are served with proper priority.
24	It shall support unknown unicast and multicast port blocking to allow tight control by filtering packets that the switch has not already learned how to forward.
25	It shall support unicast MAC filtering to prevent the forwarding of any type of packet with a matching MAC address.
26	Switch shall support for Admission Control features to improve the network's ability to automatically identify, prevent, and respond to security threats and also to enable the switches to collaborate with third-party solutions for security-policy compliance and enforcement before a host is permitted to access the network.
27	It shall be able to discover the neighboring device of the same OEM giving the details about the platform, IP Address, Link connected through etc, thus helping in troubleshooting connectivity problems. It shall support LLDP or LLDP-MED for network discovery
28	There shall be support for Asynchronous data flows upstream and downstream from the end station or on the uplink using ingress policing and egress shaping

29	It shall support Optical Transceiver Digital Diagnostic Monitoring and support 802.3ah link layer remote loopback and discovery
30	It shall support configuration rollback to replace current configuration with any saved configuration file
31	It shall support Auto sensing speed on 10/100/1000 ports, Auto negotiating half/full duplex on all ports and Auto-MDIX.
	Quality of Service (QoS) Features:
32	The LAN switch shall have per-port broadcast, multicast, and unicast storm control.
33	There shall be 8 hardware-based queues per port for flexible QoS management.
34	There shall be supports WRR, WRED, SP, and WRR+SP
35	There shall be Shaping and Scheduling – SP, WRR, SPQ + WRR, WFQ, Weighted Deficit Round Robin (WDRR)
36	The switch should support QOS based on Switch port, 802.1p priority queues, vLAN ID, MAC addresses, IPv4/IPv6 addresses, DSCP, ToS, Protocol type, TCP/UDP ports, IPv6 traffic class
37	It should support Time-Based QOS
38	It shall support BPDU filtering feature, to shut down Spanning Tree Protocol Port Fast enabled interfaces when BPDUs are received to avoid accidental topology loops.
	Network Security Features:
39	The LAN switch shall support IEEE 802.1x to allow dynamic, port-based security, providing user authentication, Dynamic VLAN assignment
40	The LAN Switch shall support Compound Authentication and Change of authorization
41	It shall support unicast MAC filtering to prevent the forwarding of any type of packet with a matching MAC address.
42	It shall support unknown unicast and multicast port blocking to allow tight control by filtering packets that the switch has not already learned how to forward
43	It shall support IGMP filtering to provide multicast authentication by filtering out no subscribers and limits the number of concurrent multicast streams available per port
44	It shall support for SSHv2, SSL v2/v3, SNMPv3 to provide network security by encrypting administrator traffic during Telnet, SSH and SNMP sessions.
45	It shall support IMPB, DHCP snooping, IPSG and dynamic ARP inspection
46	The switch shall be able to work on both IPv4 and IPv6 (dual stack) from day one
47	It shall support Port Mirroring (minimum 4 mirror session) based on port basis and VLAN basis to support intrusion prevention system deployment in different VLANs. It shall support bidirectional data on mirror port which allows IDS to take action when an intruder is detected. It should support RSPAN.
48	It shall support RADIUS authentication to enable centralized control of the switch and restrict unauthorized users from altering the configuration.
49	It shall support MAC address notification to allow administrators to be notified of users added to or removed from the network
50	It shall support port security up to 1K MAC address to secure the access to an access or trunk port based on MAC address. After a specific timeframe, the aging feature should remove the MAC address from the switch to allow another device to connect to the same port.
51	It shall support multilevel security on console access to prevent unauthorized users from altering the switch configuration.
52	It shall support BPDU filtering feature, to shut down Spanning Tree Protocol Port Fast enabled interfaces when BPDUs are received to avoid accidental topology loops.
53	It shall support Spanning-Tree Root Guard (STRG) to prevent edge devices not in the network administrator's control from becoming Spanning Tree Protocol root nodes.
	Management:
54	It shall have Remote Monitoring software agent to support for enhanced traffic management, monitoring, and analysis or FNF (flexible netflow) or any industry standard.
55	It shall have Time-Domain Reflectometer (TDR) or equivalent technology to diagnose and resolve cabling problems on copper ports.

56	It shall support Unidirectional Link Detection (UDLD)
57	It shall have Layer 2 trace route to ease troubleshooting by identifying the physical path that a packet takes from source to destination
58	It shall support Web based or Trivial File Transfer Protocol (TFTP) and File Transfer Protocol (FTP), SCP
59	It shall support Simple Network Time Protocol/Network Timing Protocol (SNTP/NTP) to provide an accurate and consistent time stamp to all intranet switches
60	It shall support RMON v1 and v2 standards and 4 RMON groups
61	It shall support SNMPv1, SNMPv2c, and SNMPv3 and Telnet interface support to deliver comprehensive in-band management, and a CLI-based management console to provide detailed out-of-band management and Web Management for better manageability.
62	All Gigabit Ethernet ports (in case available) support IEC standard surge protection (6kV)
63	Switch should support Surge Protection on power input and on Ethernet ports as per EN standard
64	Switch should support Surge Protection to ± 4 kV (line-earth) and ± 2 kW (line-line) on power input
65	Loopback Detection (LBD) and Switch should support 802.3ah link layer remote loopback and discovery
66	It should support 63 IP interface, 8 loopback interfaces and Intervlan routing
67	It shall support default routing and static routing Support for 128 static and IPv4 static routes Support for 64 static IPv6 routes
68	It shall support VRRP v2
69	Should support authentication to allow an IP phone and a PC to authenticate on the same switch port while being placed on the appropriate voice and data VLANs.
70	Should support GVRP VLAN Trunking Protocol
71	It should support Port-based VLAN, MAC-based VLAN, VLAN Trunking, Voice VLAN and Surveillance VLAN, Private VLAN, GVRP, GARP, IP-Subnet Based VLAN and ISM VLAN (MVR), Guest VLAN
72	Should have the ability to disable per-VLAN MAC learning
73	Should support MAC Authentication Bypass (MAB) and WebAuth with downloadable ACLs
74	Switch must support Zero Touch Deployment feature so that it can automatically obtain IP address and configuration file from remote server
75	It should support flex link.
76	It should support TWAMP. Should support TWAMP responder and receiver for IPv6
77	It should support Ethernet Ring Protection Switching ERPS v1 and v2 for main ring and sub rings : G.8032 ERPS Ring Protection Switching provides loop avoidance with redundancy in Layer-2 Ethernet networks using concept of RPL (Ring Protection Link). The switch completion time (transfer time) for a failure on a ring link shall be less than 50ms.
78	It should support IEEE 802.1QinQ mechanism and VLAN translation
79	It should support In-Service Software Upgrade (ISSU)
80	It shall support built-in power-on diagnostics and system monitoring capabilities to detect hardware failures.
81	Bandwidth management: Flow-based bandwidth management, ingress rate-limiting; egress rate shaping per port.
82	It shall loopback detection and shut or disable a physical port and VLAN based on detection of loop on that interface
83	To check support for Standard and Extended Access Lists
84	It shall support access list based on IPv4/v6 address Protocol type IPv6 flow label VLAN-ID MAC-ID DSCP IPv6 traffic class TCP/UDP Port and User-defined packet content
85	Switch shall support Time based ACL
86	The Switch should support minimum 1K Ingress Access Control Entries
87	To check IGMP static join feature.
88	It shall support new tools such as Remote Defect Indication, Alarm Report, one-way or two-way Delay Measurement, Packet Loss measurement, and in-service diagnostics tools.

89	To check Login and Access control List violations shall generate alarms to Network Management System and a log of the same shall be generated.
90	It should support of ICMPv4, ICMPv6, Telnet v4, Telnet v6, SNMP v4 and SNMP v6
91	Switch should support PVST+ to have different stp instance for each vlan.
92	Switch should support CPU monitoring, Memory monitoring and password recovery.
93	Should have extensive support for IP SLA and best path selection for metrics like delay, latency, jitter, packet loss to assure business-critical IP applications or similar technology.
94	It should support MAC flapping feature to block a duplicate MAC to learn from uplink and downlink interface
95	It should support duplicate address inspection
96	Support multiple privilege level to provide different level of access on console port and telnet sessions
97	Switch should support traffic segmentation
98	It should support DOS attack prevention and URPF
99	Switch should support sflow or netflow
100	Switch should support IPv6 Neighbor Discovery (ND)
101	It shall support MAC address notification to allow administrators to be notified of users added to or removed from the network.
102	It should support DHCP server screening and client filtering, DHCP Client, DHCP Server and DHCP Relay with option 82,66 and 67.
103	It should support IEEE 802.1ag Ethernet OAM: Connectivity Fault Management (Support 32 MEPs)
104	It should support Ethernet OAM compliant with IEEE 802.3ah/Y.1731
105	It should support Radius and TACACS + Switch, Local Database
106	It should support L2 Protocol Tunneling for STP, GVRP and LACP
107	Should support port and vlan mirroring and jumbo frame 9K.
108	Switch should support system log, traceroute, PING Size up to 9000 bytes or more.
109	Switch should have dual image. Switch shouldn't go in monitor in any case mode if power off during firmware upgrade.
110	Should support Optical Transceiver Digital Diagnostic Monitoring for All SFP ports of 1/10G.
111	Switch should support following SNMP traps or syslog
112	i)Interface UP & Down
113	ii)Optical power SFP threshold alarms
114	iii)STP Topology Changes and New root bridge
115	iv)LLDP table changes
116	v)Threshold alarms for Temperature.
117	vi)Ethernet OAM SNMP alarms.
118	vii)Dying Gasp Traps or alarms
119	Switch should comply to following Temperature performance parameters :
120	i) Operating Temperature - min -5 to 50 °C
121	ii) Storage Temperature - min -20 to 70 °C
	Safety Requirement :-
122	Switch should have safety compliance of CE, LVD
	Electromagnetic Compatibility (EMC) Requirements:-
123	Switch should have EMC compliance of CE
124	Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.
125	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements
126	Switch should be IPv6 logo ready Certified
127	It shall have comprehensive debugging features required for software & hardware fault diagnosis. Switch should support Dying Gasp for quick trouble shooting during power failures or system shut downs.

128	Switch should come with default accessories like Switch 3PIN Power cable, RJ-45 console cable, 2 mounting brackets for 19" rack mounting, Mounting kit, Quick Installation Guide
129	SNMP Tool for performance monitoring should be provided along with Switches and Tool should also be provided for generation of configuration to multiple switches based on predefined templates. These tools should not be any additional cost to RailTel however VMs for same will be provided by RailTel in case required.

3) QSFP+40G(40 KM) - (Item no. 3 of SOR)

S.N	Specification:
1	Should be compatible with OEM equipment's like Cisco, Juniper, D Link, Zyxel, Edge Core and Extreme and should be MSA complied optics.
2	Should support 40 km optical distance on single mode fiber.
3	Should have LC type connector.
4	Should have 40 Gigabit Ethernet capacity on fibre.
5	Should support DDMI/DOM feature.
6	Should be available for QSFP+ form factor.
7	QSFP should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

4) OTN device (8x100G) with SNMP support - (Item no.4 of SOR)

SN	Specifications	Requirements
1	The OTN device should equipped with 2 x100G and 1x200G (OR 2x100G) DWDM line interfaces including optics of CFP/CFP2/QSFP28/QSFP-DD and 8x100G QSFP28 interfaces. The OTN device should support atleast 6x100/200G DWDM interfaces if required by upgrading OS/License/Hardware. OTN device should also support third party optics (MSA compliant SFP).	
2	RailTel desires to create 100G network by using Alien wavelength over existing DWDM segment (Nx10G Network with DCM) & DWDM system (without DCM).	
3	The OTN device hardware should support the following functionality from the day one:-	
	a) IPv4 RIB/FIB	128K/32K
	b) IPv6 RIB/FIB	64K/16K
	c) MPLS Labels	16K
	d) Label Stack	3
	e) L2/L3 VPN	500
	F) RSVP LSP ingress/transit	2K/1K
4	Proposed OTN device can either be modular or fixed type and should have redundant DC power (-48V).	
5	Proposed OTN device shall have compatablilty with Existing Juniper, Cisco and Nokia Routers on standard MPLS Protocols.	
6	Digital Optical Monitoring (DOM) should be supported, optics information retrievable including RX/TX-power, threshold- monitoring/alarming, inventory.	
7	The OTN device should have a Console or Out-of-band Management.	

8	All interfaces shall support services like MPLS LSR (LDP & RSVP), L2VPN and L3VPN . shall also support FRR and 6PE/6VPE.	
9	The OTN device should be IPv6 ready from day one.	
10	The OTN device should support filtering based on different parameters like: src ip, dst ip, src port, dst port, protocol etc	
11	The OTN device should support IPFIX, Netflow, Jflow or equivalent if required by upgrading OS/License.	
12	The OTN device should support SNMP polling and trap (OEM has to provide SNMP MIB information) for monitoring	
13	Shall support QoS, option of traffic shaping per Interface based.	
14	OTN device shall provide following performance monitoring to health of circuit. i. Transmit Power ii. Receive Power and OSNR iii. Wavelength (nm) or Frequency (THz) iv. Error Second and Pre FEC BER	
15	All DWDM Optical pluggable module/card shall support OSNR (back to back) less than 16 db for 100G line rate and distance 250 km over DWDM optical layer (amplified). Shall also Support 100G with QPSK modulation or any other better modulation. DWDM Optical pluggable module/card device shall support wavelength as per ITU-T DWDM grid @ 1550nm Band (100MHz-grid frequency or 50GHz-grid-frequency). Proposed DWDM Optical pluggable module/Card device shall have capabilities to work over 10G DWDM (with DCM Network) .	
16	e) OTN device system shall support SNMP for Alarm monitoring and should support REST-API/Netconf/Yang for Network Integration with third party NMS/OSS integration . OTN Device system shall be manage from Web-client or Agent Client/CLI or NMS. License & software for NMS/Web/Agent should be provide along with devices.	
17	Telemetry/SNMP tool for performance monitoring should be provided along with Switches and Tool should also be provided for generation of configuration to multiple Switches based on predefined templates . These tools should not be any additional cost to RailTel however VMs for same will be provided by RailTel in case required.	
18	Web based optical route planning tool for Link Planning should also be provided along with OTN device with no cost to RailTel however VMs for same will be provided by RailTel in case required.	
19	OTN device should have regulatory compliance for environmental conditions as per IEC/EN Standards or Equivalent TEC	
20	OTN device should have EMC compliance as per IEC/EN Standards or Equivalent TEC.	
21	OTN device conform to CE & FCC OR Equivalent TEC .	
22	OTN device shall conform to UL or IEC 60950 or CSA 60950 or EN 60950 or TEC Standards for Safety requirements	

23	It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer. Any license fee required to be paid for hardware & software during the life cycle of the equipment shall be included in the rate quoted by the tenderer. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.	
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5) Servers for Radius - (Item no. 5 of SOR)

S. No.	Component	Description
1	Make & Model	(Specify)
2	Form Factor	1 or 2U rack mounted
3	Supported CPU	Up to two 3rd Generation Intel® Xeon® Scalable processors with up to 40 cores per processor.
4	Configured CPU	Latest Generation dual processor each having 10 Cores with clock speed of 2.3 GHz or better and with 15 MB cache or better
5	Memory slots	Up to 32 x DDR4 RDIMMs/LRDIMMs
6	Memory configured	256 GB populated with 32 GB RDIMMs
7	Disks supported	Up to 24 x 2.5" SAS/SATA HDD or SSD or NVMe with universal slots
8	Disks configured	4* 1.2 TB 10K SAS HDD + 2* 960GB SAS SSD RI Drive, 1 DWPD
9	RAID Controller	HW RAID Card with 8 GB Cache
10	I/O slots	Max of 8 x PCIe Slots Gen4. with minimum of 4* x16 slots with support for SNAP I/O modules
11	Ethernet ports	2* 10 GbE Base-T Ports and 2* 1G LOM ports.
12	Certification and compliances	Microsoft Windows Server, Hyper-V, VMWare, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES)
13	Power Supply	Redundant Hot plug Power Supplies with hot plug fans
14	Management integration	Support for integration with Microsoft System Center, VMware vCenter, BMC Software
15	Power & temperature	Real-time power meter, graphing, thresholds, alerts & capping with historical power counters. Temperature monitoring & graphing
16	Pre-failure alert	Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD
17	Configuration & management	• Real-time out-of-band hardware performance monitoring & alerting • Agent-free monitoring, driver updates & configuration, power monitoring & capping, RAID management, external storage management, monitoring of FC, HBA & CNA & system health • Out-of-band hardware & firmware inventory • Zero-touch auto configuration to auto deploy a baseline server configuration profile

18	Management (continued)	- Automated hardware configuration and Operating System deployment to multiple servers - Zero-touch repository manager and self-updating firmware system - Virtual IO management / stateless computing - Support for Redfish API for simple and secure management of scalable platform hardware
19	LCD panel	Should display system ID, status information and system error code followed by descriptive text. LCD background should light up in different colours during normal system operation & error conditions.
20	Server security	Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks. Should provide effective protection, reliable detection & rapid recovery using: - Silicon-based Hardware Root of Trust - Secure default passwords - Configuration and firmware drift detection - Automatic BIOS recovery - Rapid OS recovery - System erase Configuration upgrades should be only with cryptographically signed firmware and software
21	Intrusion alert	Intrusion alert in case chassis cover being opened
22	SPEC Benchmark Ratings	SPEC int_rate_base 2017 = 145 or higher SPEC fp_rate 2017 = 175 or higher SPEC int_speed_base 2017 = 10 or higher SPEC fp_speed 2017 = 105 or higher (Note: The SPEC ratings must be available on SPEC dot ORG before evaluation)
23	Warranty	3 years On-site comprehensive warranty with 24x7x365 remote hardware support. Post installation, 3-year product warranty should reflect in the support web site of the OEM.

6) Tier-4 Routers(4X100G and 24X10G) - (Item no. 6 of SOR)

SN	Specifications
1.0	1 General Specifications & Architecture
1.1	Chassis shall fit into a standard sized 19 inch rack mounting.
1.2	Router should have redundant DC power feeds: -48VDC nominal.
1.3	Router should be temperature hardened as it is placed at field locations
1.4	The router shall provide a non-blocked switching matrix upto system capacity.
1.5	Switching and packet routing (L2 and L3) shall be wire speed on all interfaces. Performance shall not be decreased at maximum traffic load.
1.6	The router shall be equipped with 8x10G SFP+ and 4x40/100G (Uplink) QSFP28 Optical ports. All the optical interfaces shall be support LR,ER and ZR optics .
1.7	The router should support Syn-E and PTP on network ports for LTE network
1.8	The router should have external/Internal Alarm Option for Chassis temperature and Chassis Power supply .
1.90	Must have out-of-band Management port.

1.10	Must have console port.
1.11	1.13 Router shall have IP-MPLS interoperability with routers of other multiple OEMs. The product should be tested at EANTC or any other renowned LAB for INTEROPERABILITY in Multi-OEM FOR IP/MPLS. The product series/family should be deployed at least two major Service provider, Govt, Railways. Customer letter (Govt/PSU/ISP) with satisfactory performance of the offered make with IP/MPLS.
2	
2.1	Router should support unicast IPv4/IPv6 routing protocols (BGP, OSPF, IS-IS, OSPF v3, Segment Routing, SR-TE).
2.2	Router shall support LDP, MPLS-TE with FRR, R-LFA, TI-LFA for sub 50 msec protection.
2.3	Router must support Traffic Engineering for node and link protection.
2.4	Router shall support aggregation of links. Minimum 8 links should be supported as part of single aggregation on a network side.
2.5	Router shall support multi-chassis LAG for aggregation of links across two chassis.
2.6	2.6 Router shall support performance monitoring for Layer-2 and layer-3 services (Y.1731/Y.1564, TWAMP, SAA or equivalent).
2.7	Router shall support IPV4 and IPV6, IGMP, MLD, and PIM-SM & SSM, ECMP, NGMVPN.
2.8	Router shall support 6PE and 6VPE mode for IPV6 transport over IPV4.
2.9	BGP Prefix independent control (EDGE and Core).
2.10	Router shall support BFD with interval of 10ms or less .
2.11	Router should support RFC 3107 of Carrying Label Information in BGP-4.
2.12	Router should support Point to Point and Point to Multipoint LSP for Unicast and Multicast traffic.
2.13	Router shall support layer3 and layer2 MPLS VPN , VPLS and EVPN.
2.14	The router shall support Internet Group Management Protocol (IGMP) v1, v2 and v3.
2.15	The router shall support Protocol Independent Multicast – PIM-SM and SSM.
2.16	The switch/router shall support Multicast troubleshooting tools like Mtrace and mfib ping or equivalent troubleshooting mechanism..
2.17	IEEE 1588v2 Precision Timing Protocol (PTP) and Synchronous Ethernet support for network synchronization.
3.00	Quality Of Service
3.1	The switch/router shall provide per-service, per-forwarding class queuing and shaping features.
3.2	The router shall provide following QoS features: classification and hierarchical scheduling, WRR, strict priority (SP), profiled scheduling and multi-tier policing and shaping.
3.3	Router shall support 3 level HQOS on all kind of Ethernet interface with minimum 8 Queue per port
3.4	Similar QOS shall be supported for all type of interface including Bundled interfaces.
3.5	IP Application Mapping. The list of IP match criteria should include Source IP address and mask, Destination IP address and mask, IP protocol, UDP source port, TCP source port, UDP destination port, TCP destination port.
3.6	VLAN CoS preservation: the IEEE 802.1p priority bits.
3.7	VLAN CoS differentiation: appropriate service differentiation must be applied according to the 802.1p bits. This will require the mapping of the 802.1p bits to DSCP values and EXP-bits in the MPLS header when the service is offered over a (partially) MPLS-enabled network.
3.8	End-to-end delay budgets are a strictly-enforced to support critical applications SCADA, VOICE, Video.
4.00	Security
4.1	Security forms an integral part of a network design to protect both the end-customers and the network infrastructure. The solution that vendor proposes shall have the necessary provisions to implement the necessary security measures.

4.2	Support Access Control List to filter traffic based on Source & Destination IP Subnet, Source & Destination Port, Protocol Type (IP, UDP, TCP, ICMP etc) and Port Range etc. Should Support SNMPv1/v2/V3.
4.3	Black hole filtering: dropping of traffic destined for a specific prefix should be supported to avoid any attack in router
4.4	Ingress and egress packet filtering based on L2-L4 criteria at wire speed. The possibility to log the actions on individual filter rules shall be supported.
4.5	Protection of local services (http, small udp/tcp servers, dhcp, telnet, ssh) based on L2-L4 criteria.
4.6	AAA support – Accounting, Authorization and Authentication of users and commands. Support of local authentication, TACACS+ and Radius.
4.7	Authentication of routing protocol updates: IS-IS, OSPF, BGP.
4.80	SSH support.
5.00	Performance
5.1	Router shall support non-blocking throughput capacity of 280 Gbps full duplex or higher.
5.2	Router shall support 64k IPv4 routes / 32k IPv6 routes and Multicast routes 1K.
5.3	Router shall support 100 multicast groups.
5.4	Minimum 500 MPLS layer-3 VPN's.
5.5	Minimum 250 MPLS VPLS.
5.6	Minimum 500 MPLS Layer-2 PWs.
5.7	Router shall support min 64 BFD sessions.
6.00	Certificates and environment standards
6.1	Should comply to NEBS Level 3 specifications. / Equivalent TEC QM 333 or latest specification
6.2	6.2 Safety: IEC/EN 60825-1 or IEC/EN 60825-2 or EN/IEC 60950-1
6.3	Storage:EN300 019-2-1 class 1.2 / GR-63-CORE and GR-1089- CORE / Equivalent TEC QM 333 or latest specification
6.4	Transport:EN300 019-2-2 class 2.3 / GR-63-CORE and GR-1089- CORE / Equivalent TEC QM 333 or latest specification
6.5	In service:EN300 019-2-3 class 3.2 / GR-63-CORE and GR-1089- CORE
6.6	Relative humidity: 5 to 85% (non-condensing).
6.7	Operating temperature: 0°C to 45°C.
7.0	MPLS Labels: Minimum 32K and Label Stack: 5
8.0	The OEM shall ensure that the use of third-party optics shall not be explicitly blocked on the Router. Router must support all MSA complied optics available in market. Bidder is allowed to quote third-party optics of renowned OEM and same should be fully compatible with offer equipment.
9.0	The offered devices must support following functionalities to support 3rd party SDN (in future)
9.1	The router should support RFC 6020, YANG - A Data Modeling Language for the Network Configuration
9.2	Protocol (NETCONF)
9.3	The solution should support the network configuration protocol (NETCONF)
9.4	The router should be able to act as Path computation client in the PCE architecture defined in RFC 4655.
9.5	The router should support PCECP as defined in RFC5440.
9.6	The router should support BGP link-state (BGP-LS), RFC 4655
9.7	The router should support SPRING or Source Packet Routing in Networking or Segment routing
9.8	The offered devices must support API/NBIs for auto discovery of Services and Physical & Logical Topology
10.0	TELEMETRY Function: It shall support following:
10.1	The router should support telemetry based on push model for monitoring network devices

10.2	The router should support various software models/sensors for capturing different health parameters from the devices
10.3	The router should support sending telemetry data to multiple consumers simultaneously
10.4	The router shall support GPB/GRPC/KAFKA encoding for telemetry data (Optional)
10.5	The software model/sensors should be based on either yang, xml or openconfig
10.6	The solution shall use either UDP or GRPC for transport of telemetry data
10.7	The system should support streaming granularity of atleast 10 sec
10.8	The router shall have the ability to interact with open standard based tools
10.9	The system should support REST API for communication with third party tools and applications
10.10	Enabling telemetry should not have any adverse impact on the performance of the device/router
10.11	The OEM shall ensure that the use of third party optics shall not be explicitly blocked on the Router. Router must support all MSA complied optics available in market
11.0	Segment Routing
11.1	The router should support SR-MPLS dataplane and protocols OSPF,IS- IS and BGP Segment routing extensions
11.2	Traffic Steering of SR policies with Autoroute Include and Segment Routing TI-LFA SRLG Protection
11.3	LSP ping, trace-route, Pseudo wire Ping over Segment Routing, trace route for binding-SID
11.4	MPLS-LDP interworking with SR-ISIS and SR-OSPF
11.5	Router should have capability to calculate Bandwidth based path using centralized controller.
11.6	Shall support SR and MPLS (LDP) Interworking Mapping Server
11.7	Label distribution protocol and segment routing should coexist and there should support option to prefer LDP over
11.8	Router ASIC should be capable of supporting SRv6 natively and inter-working with SR-MPLS in future SRv6-MPLS inter-working in future with software enhancement.
12	Telemetry tool for performance monitoring should be provided along with Routers and Tool should also be provided for generation of configuration to multiple routers based on predefined templates . These tools should not be any additional cost to RailTel however VMs for same will be provided by RailTel in case required.

7) **Tier-3 Routers(8X100G) - (Item no. 7 of SOR)**

SN	Specifications	Requirements
1	The router should equipped with 6x 100G QSFP DD ports (supporting 2 x 100G breakout in all ports) and (8x10G SFP+ ports OR 2x100G QSFP28 ports (supporting 4 x 10G breakout in all QSFP28 ports)) . The router should have support of LR (10KM),SR(100M) ,ER(40KM) and ZR (80KM) optics on all QSFP-DD ports.	
2	The router should have option for 6x400G DWDM QSFP DD ports and 12x10/25/50G SFP56 by upgrading the license/OS/Optics/Hardware .400G QSFP DD all ports should support ZR & ZR+ 400G optics.	
3	The Router Hardware should support at least 3.2 Tbps (Full Duplex) throughput rate .	
4	The router should support the following functionality from the day one:-	
	a) IPv4 RIB/FIB	10M/1.5M
	b) IPv6 RIB/FIB	6M/750K
	c) MPLS Labels	50K
	d) Label Stack	8

	e) L2/L3 VPN	2K L2VPN and 1K L3VPN
	f) Packet Forwarding Rate	2Bpps
	g) Firewall Filters	Ingress 2K/Egress 8K
	h) RSVP LSP ingress/transit	15K/15K
	i) Segment Routing IGP prefix Scale	40K
5	Proposed Router can either be modular or fixed type.	
6	Router shall have option of checking configuration before committing and option of rolling back to at least five configurations.	
7	Router should have redundant DC (with the operating range of -40 to -72 VDC) power supply.	
8	Digital Optical Monitoring (DOM) should be supported, optics information retrievable including RX/TX-power, threshold-monitoring/alarming, inventory.	
9	It shall support role-based privileges for the system access and RADIUS/TACAS authentication for the System admin.	
10	The router should have a Console or Out-of-band Management.	
11	Alerts for environmental or other hardware-based alarms should be visibly implemented on the chassis.	
12	All interfaces shall support services like L2VPN, L3VPN and multicast VPN (in future if required) for both IPv4 and IPv6	
13	Security:	
	a) The router should have mechanism to protect itself from DDoS attack.	
	b) The router should have ability to support MACSEC if required by upgrading OS/License.	Optional
14	The router should be IPv6 ready from day one.	
15	The router should support filtering based on different parameters like: src ip, dst ip, src port, dst port, protocol etc	
16	The router should support IPFIX/Netflow/Jflow or equivalent if required by upgrading OS/License	Optional
17	The router should support IP SLA or RPM (or equivalent) for performance measurements, it should also support monitoring of IP SLA/RPM (or equivalent) probes using SNMP polling (OEM has to provide SNMP MIB information) or through syslog	
18	Shall support QoS, option of traffic shaping per Interface based.	
19	Shall support following class of service features:	
	a) Classification, policing, marking, shaping, filtering	
	b) Manage congestion using a weighted random early detection (WRED) algorithm	
	c) RFC 2474, Definition of the Differentiated Services Field in the IPv4 and IPv6 Headers	
	d) Single Rate Three Color Policer RFC 2697	
	e) RFC 2698, A Two Rate Three Color Policer	
	f) Round Robin, WFQ, CBWFQ scheduling algorithms	
	g) Router should be able to classify based on 802.1 ad, 802.1 p, EXP and DSCP bits	
20	The router shall support traffic interface mirroring in both ingress & egress directions for both IPv4 & IPv6. It should also be able to mirror local and multicast traffic (in future if required).	

21	The router shall support provision for event based scripts that shall be capable of performing actions based on certain triggers	
22	The router shall support aggregated Ethernet and it shall be possible to bundle Upto 64 links.	
	Shall support following MPLS features	
	a) LDP and RSVP signaling	
	b) RFC 5036, LDP Specification	
	c) RFC 3478, Graceful Restart Mechanism for LDP	
	d) Support for MPLS Traffic engineering using RSVP-TE protocol mechanisms and compliance with RFC3209	
	e)RFC 3564 or IETF compliant Diffserv aware MPLS TE	
	f)RFC 4105 Support for Inter-Area TE	
	g) Support for P2MP LSPs and the ability to map native multicast traffic on the P2MP LSP Tunnels in future if required.	Optional
	h) Support for P2MP LSPs for building a PIM free MVPN Core	Optional
	i) Support for LFA and Ti-LFA	
	j) Support for FRR for P2MP LSPs in future if required.	Optional
	k) Support for RSVP fast hellos	
	l) MPLS ping and traceroute	
	m) Fast Reroute Extensions to RSVP-TE for LSP Tunnels	
23	The router should be able to do load-balancing over multiple equal cost MPLS LSP	
24	The Router shall support MPLS Fast Reroute both link protection and Node protection.	
25	Shall support MPLS based VPN services	
	a) L3VPN	
	b) L2VPN (Kompella BGP/ Martini LDP/EVPN-VPWS)	
	c) NG-MVPN (P2MP) in future if required	
26	The router shall support the following routing features	
a	RFC compliant BGP v4	
b	RFC7911 Advertisement of Multiple Paths in BGP	
c	RFC2385 TCP MD5	
d	RFC7752 BGP-LS	
e	RFC8669 Segment Routing Prefix SID extensions for BGP	
f	RFC8360 RPKI support	
g	RFC1587/RFC3101	
h	RFC2154 OSPF MD5	
i	RFC2328 OSPF v2	
j	RFC3623 Graceful OSPF Restart	
k	RFC5340 OSPF v3	
l	RFC2362 PIM SM	
m	PIM DM/PIM- SSM	
n	RFC 3630, Traffic Engineering (TE) Extensions to OSPF Version 2	
o	RFC 5305, IS-IS Extensions for Traffic Engineering	
p	RFC 3847, Restart Signaling for IS-IS	
q	IGMP v2 and v3 as described in RFC 2236 and RFC 3376 with IGMP Routing Policies to filter IGMP requests.	

r	Router shall support SNMP v2/v3 and NTP	
s	Shall support BFD : single hop, multi-hop and micro BFD or equivalent features.	
27	IPv6 Features :	
	a) IPv6 Ping	
	b) IPv6 trace route	
	c) OSPF v3	
	d) IS-IS	
	e) IPv6 CoS (classification & rewrite, scheduling based on TC)	
	f) IPv6 ACL	
	g) 6PE and 6VPE	
28	The proposed router should be NEBS level 3 compliant. NEBS Certification is not required for PMA. However OEM has to produce certificate from standard lab approved or authorized by Govt. of India that the supplied Products are equivalent to NEBS and meet all standard and specification of NEBS.	
29	The device should comply to the following safety standards	
	a) EN 55022 Class A Emissions (Europe)	
	b) FCC Class A (USA) Radiated Emissions	
	c) UL 60950-1 Information Technology Equipment - Safety	
	d) EN 60825-1 /EN60950-1 Safety of Laser Products	
30	The offered devices must support following functionalities to support 3rd party SDN (in future)	
	(a) The router should support RFC 6020, YANG - A Data Modeling Language for the Network Configuration	
	(b) Protocol (NETCONF)	
	(c) The solution should support the network configuration protocol (NETCONF) that provides mechanisms to install, manipulate, and delete the configuration of network devices, RFC 6241/RFC 4741	
	(d) The router should be able to act as Path computation client in the PCE architecture defined in RFC 4655.	Optional
	(e) The router should support PCECP as defined in RFC5440.	
	(f) The router should support BGP link-state (BGP-LS), RFC 4655	
	(g) The router should support SPRING	
	The router should have support for NBI/API interfaces and protocols that would allow auto discovery of nodes, services, topology by NMS/EMS, Controller, Orchestration systems etc.	
31	TELEMETRY Function: It shall support following:	
	a) The router should support telemetry based on push model for monitoring network devices	
	b) The router should support various software models/sensors for capturing different health parameters from the devices	
	c) The router should support sending telemetry data to multiple consumers simultaneously	
	d) The router shall support GPB/GRPC/KAFKA encoding for telemetry data	Optional
	e) The software model/sensors should be based on either yang, xml or openconfig	

	f) The solution shall use either UDP or GRPC for transport of telemetry data	
	g) The system should support streaming granularity of at least 10 sec	
	h) The router shall have the ability to interact with open standard based tools	
	i) The system should support REST API for communication with third party tools and applications	
	j) Enabling telemetry should not have any adverse impact on the performance of the device/router	
32	Router Should Support Dual Image/Partition with USB flash drive booting option for OS recovery	
33	Router should support jumbo frame.	
34	Router should comply to following Temperature performance parameters:	
	i. Operating Temperature: 0 to 40 degree C or better	
	ii. Storage Temperature : -10 to 60 degree C or better	
35	The operating system of the Routers category/series/family should be MEF-9/14 or CE(Carrier Ethernet) or latest Certified/compliant if not then roadmap for the same shall be submitted at the time of bidding.	
36	The Router shall be designed for continuous operations with dual fan system.	
37	Routers should be rack mountable to fit into a standard 19-inch rack	
38	The OEM shall ensure that the use of third-party optics shall not be explicitly blocked on the Router. Router must support all MSA complied optics available in market	
39	Segment Routing	
	a) The router should support SR-MPLS data plane.	
	b) Traffic Steering of SR policies with Autoroute Include and Segment Routing TI-LFA	
	c) LSP ping, trace-route over Segment Routing, trace route for binding-SID	
	d) MPLS-LDP interworking with SR-ISIS and SR-OSPF	
	e) Router should have capability to calculate Bandwidth based path using centralized controller.	
	f) Shall support SR and MPLS (LDP) Interworking Mapping Server	
	g) Label distribution protocol and segment routing should coexist .	
40	The router should be equipped with 2 Nos of 100G QSFP28 LR4 optics.Third-party optics shall also be acceptable .	
41	The router should support third Party standard optical modules like QSFP+,QSFP28,QSFP56-DD and etc	
42	Telemetry tool for performance monitoring should be provided along with Routers and Tool should also be provided for generation of configuration to multiple routers based on predefined templates . These tools should not be any additional cost to RailTel however VMs for same will be provided by RailTel in case required.	

43	It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer. Any license fee required to be paid for hardware & software during the life cycle of the equipment shall be included in the rate quoted by the tenderer. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.
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8) QSFP28 LR4 – (Item no. 8 of SOR)

S.N	Specification:
1	Should be compatible with OEM equipment's like Cisco, Juniper, D Link, Zyxel, Edge Core and Extreme and should be MSA complied optics.
2	Should support 10 km optical distance on single mode fiber.
3	Should have LC type connector.
4	Should have 100 Gigabit Ethernet capacity on fibre.
5	Should support DDMI/DOM feature.
6	Should be available for QSFP28 form factor.
7	QSFP should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

(End of Chapter-3)

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CHAPTER 4A

COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

- 4.A.1.1 The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 4.A.1.2 The offer should remain valid for a minimum period of 120 days from the date of opening of tender including the date of opening.

4.A.2 Warranty

- 4.A.2.1 The warranty would be valid for a period of 36 months after the completion of work in all sites. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 4.A.2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 4.A.2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

4.A.2.4 Warranty Support

- 4.A.2.4.1 Material for repair during Warranty Period shall be handed over /taken over to contractor's engineer/representative at RailTel's regional NOC locations or sites where equipment's are installed. During the warranty period, the contractor shall remain responsible to arrange replacement within 30 days and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor. In case contractor fails to replace any faulty part within 30 days period, penalties will be imposed as per clause 7.5.2 of Chapter-7.

- 4.A.2.4.2 During the warranty period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.

4.A.3. Long Term Maintenance Support

- 4.A.3.1 Bidder/OEM shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 5 years for all the items of SOR.. The long term maintenance support shall be comprehensive and include all hardware and software equipment supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 4.A.2 above & its sub clauses will be applicable.

- 4.A.3.2 Bidder/OEM shall be paid @ 5% (minimum) of supply cost of all the items of SOR (basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e. issue of AMC LOA.

If the bidder wants to quote higher than 5% and cost (five year) for the same may be included in SOR . Cost breakup (Supply & AMC) shall be given in case of AMC higher than 5% per annum, he will be paid at his quoted rate per annum as per quoted price. Total AMC cost for five years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 5 years after completion of warranty. This period of 5 year may be extended further with mutual consent of RailTel and Bidder/OEM.

In case a bidder wants to quote AMC rates lower than 5% cost against supply items may be reduced by differential (w.r.t. 5%) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 5% per annum.

- 4.A.3.3 Separate LOA for AMC shall be issued by RailTel 3 months prior to the completion of warranty period and separate Agreement shall be signed with the Bidder/OEM. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC from the date of LOA shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation. **Value of PBG will be 10% of the total value of issued LOA/PO for five years or will be kept as per Government of India guidelines applicable at the time of issue of LOA for AMC.** This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.

- 4.A.3.4 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Regional General Managers/ Executive Director of the Regions.

4.A.3.5 Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in chapter-7.

Note: The acceptance of the above clauses is mandatory and specific acceptance from OEM is required to be enclosed as per Form no. 3 of Chapter-6. Any deviation / non acceptance may lead to rejection of the bid.

4.A.4. Delivery period

The materials as per SOR are required to be delivered within 120 days from the issue of LOA/Purchase Order. The bidder is required to submit the PERT chart showing the various activities which are required for supply of the equipment. The materials shall be delivered to the site as given in clause 1.4.3 of chapter-3. Consignee address and details will be provided to the successful bidder.

4.A.4.1 RailTel's office details

SN	Region	Office	Address
1.	Corporate Office	New Delhi	Addl. General Manager/NTP Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 Email: pawaria@railtelindia.com
2.	Northern Region	New-Delhi	Regional General Manager/ Executive Director 6 th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.
3.	Eastern Region	Kolkata	Regional General Manager/ Executive Director 3 rd Floor, Chatterjee, International Centre,33-A Jawaharlal Nehru Road, Kolkata-700071.
4.	Southern Region	Secunderabad	1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016
5.	Western Region	Mumbai	Regional General Manager/ Executive Director Western Railway Microwave Complex, SenapatiBapat Marg, Mahalaxmi, Mumbai-400013.

4.A.5. Payment Terms

4.A.5.1 A-1 **In case of Full Supply in one lot-** 90% payment on full supply of the PO items would be made on receipt of material by the consignee (at site/the stores, to be decided by NTP/CNOC/respective regional ED/RGMs) 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) Valid Tax Invoice
- (ii) Delivery Challan/ E-way bill
- (iii) Packing list.
- (iv) Factory Test Report.
- (v) Purchaser's Inspection certificate

- (vi) Consignee receipt
- (vii) Warranty certificate of OEM
- (viii) Insurance certificate
- (ix) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

A-2 In case of Part Supply- 75% on part supply of delivered Equipments and remaining 15% on full remaining on full supply of Equipments on receipt by the consignee (at site/the stores, to be decided by NTP/CNOC/respective regional ED/RGMs) 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:

- (x) Valid Tax Invoice
- (xi) Delivery Challan/ E-way bill
- (xii) Packing list.
- (xiii) Factory Test Report.
- (xiv) Purchaser's Inspection certificate
- (xv) Consignee receipt
- (xvi) Warranty certificate of OEM
- (xvii) Insurance certificate
- (xviii) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

- 4.A.5.2 5% on PAC OR after completion of 3 month of supply.
- 4.A.5.3 5% on FAC OR after completion of 12 month of supply OR additional Performance Bank guarantee @ 5% of issued PO/ LOA value.
- 4.A.5.4 Accounting unit/bill passing unit for the supplies under SOR is Add.GM/NTP Corporate Office. Bills to be submitted to the Add.GM/NTP for passing for payment. The bidder will submit certifying receipt of material & services issued from consignee/regions, for passing for payment.
- 4.A.5.5 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.

4.A.6. Performance Bank Guarantee (Security Deposit)

- 4.A.6.1 The tenderer bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3% 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.
- 4.A.6.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form no.-1 of Chapter-6. If the delivery period gets extended, the PBG should also be extended appropriately.

- 4.A.6.3 The Performance Bank Guarantee (security deposit) will bear no interest.
- 4.A.6.4 This PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 4.A.3.3 of this Chapter.
- 4.A.6.5 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in 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. Performance Bank Guarantee (security deposit) will bear no interest.
- 4.A.6.6 Wherever the contracts are rescinded, the security deposit/PBG shall be forfeited and the SD/Performance Bank Guarantee shall be en-cashed by RailTel.

4.A.7. Taxes & Duties

- 4.A.7.1 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 4.A.7.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 4.A.7.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.A.7.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.A.7.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.A.7.6 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient.
- 4.A.7.7 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 4.A.7.8 In regards to service support, the tenderer should have registration no. for GST and shall furnish GST registration certificate on award of LOA.
- 4.A.7.9 The imposition of any new tax and/or increase in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the

bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

4.A.7.10 Deleted.

4.A.7.11 Bidder has to submit an Indemnity Bond as per Form no. 7 of Chapter- 6.

4.A.8. Insurance

4.A.8.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of **GRN** by RailTel. Insurance policy has to be kept valid by the contractor till issue of **GRN** by RailTel.

4.A.8.2 The Contractor should ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act inforce from time to time.

4.A.8.3 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

4.A.9. Liquidated Damages

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

4.A.10. Transportation

The rates quoted should be CIP destination. The destination shall be defined POP / nominated office of RailTel in the proposed sections which shall be indicated by RailTel's representative.

4.A.11. Statutory Deduction

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

4.A.12. Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria may liable to be rejected. Bids from the consortia of tenderers and Joint Ventures meeting the below defined Qualification criteria would also be considered for award of work. The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

All the document should be in English/Hindi language only. Document other than English/Hindi will not be entertained. However, Tech. Specification and details should be in English only.

4.A.12.1 Eligibility Criteria Requirements for OEMs:

S.N.	Eligibility Criteria Requirements	Documentation required
1	OEM should be a registered in India. In case of imported product also OEM should have a registered office in India to provide after sales service support from India itself.	The certificates/Undertaking for the same will have to be submitted.
2	OEM should be ISO 9001, 14001, 27001.	Certificates to be submitted
3	OEM should be having CMMI Maturity Level certificate	Certificates to be submitted
4	OEM should have ISO/IEC 15408-1:2009 certificate	Certificates to be submitted
5	The Equipment offered by the OEM or equipment of the same series/family from the same OEM should have received PO or supply record from any Government/PSUs/Telecom Service Providers network in India.	The certificates (at least PO COPY) from the actual users will have to be submitted may also submit self-certificate with proper contact detail of end clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).

6	Clause wise technical specs compliance along with all mentioned documents/annexures for all clauses to be submitted along with bid by the bidder (i.e., OEM). Back-to-Back warranty with respective OEMs for both Hardware and Software.	The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
7	OEM should have Service Centre at min 04 locations in major cities in India.	Service center details along with GST no of each location to be shared along with address and contact no. and person.
8	The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports in the country from where the proposed equipment are planned to be supplied. OEM should have training repair and service center facilities in India.	The certificates/Undertaking for the same will have to be submitted.

4.A.12.2 Eligibility Criteria Requirements for Bidders:

SN	Eligibility Criteria Requirements	Supporting Document Required
1)	Legal Entity: The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India for the last three years. For Start Up The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India.	• Certificate of Incorporation / Registration or Memorandum of Association (MoA) Guidelines issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.
2)	Financial Capability: The bidder should have received a minimum cumulative contract of Rs. 30.98 Crs from the operations in the last three financial years plus current year upto the date of opening of tender. For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) a minimum cumulative contract of Rs. 10.33 Crs is required.	• Audited Balance Sheet duly certified by the Chartered Accountant or Certificate from Chartered Accountant duly supported by Audited Balance Sheet. • For startups, Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.

SN	Eligibility Criteria Requirements	Supporting Document Required
3)	Technical Capability: 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: Three similar works# 30% of SOR value each costing not less than Rs. 6.20 Crs, or Two similar works# 40% of SOR value each costing not less than Rs. 8.26Crs, or One similar work# 60% of SOR value each costing not less than Rs. 12.39 Crs. 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: Single order of similar work# 35% of SOR Value costing not less than Rs. 7.23 Crs. OR Two orders of similar work# 20% of SOR Value costing not less than Rs. 4.13 Crs. OR Three orders of similar work# 15% of SOR Value costing not less than Rs. 3.10 Crs. 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/	Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted. 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. 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. (The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)

SN	Eligibility Criteria Requirements	Supporting Document Required
	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. # Similar Work: Projects of Telecom Transmission Network / Data Network / Broadband Network in Government / PSUs / Telecom Service Providers network / ISP Network / Public listed company. 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.	
4)	The bidder should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	• Self-Declaration by the Bidder on Company's letter head
5)	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)	Bidder should have authorization specific to this tender from respective OEM as per Form no. 5 of Chapter-6.	• MAF as per Form no. 5 of Chapter-6.
7)	The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be	• Notarized Affidavit as per Form no. 11 of Chapter-6.

SN	Eligibility Criteria Requirements	Supporting Document Required
	disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. 11 of Chapter-6. Non submission of an affidavit by the bidder may result in rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel(RCIL) shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder. In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.	

Note:

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

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

amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Explanation for clause - Eligibility Criteria:

1. In case a contract is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
2. If a contract is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such contract shall be considered for fulfillment of credentials.
3. If a part or a component of contract is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
4. In case a contract is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of contract.

12.3 Deleted.

Note: Bidder 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.

4.A.13. Deleted

4.A.14. Deleted

4.A.15. System Performance Guarantee

- 4.A.15.1. The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him , 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.

- 4.A.15.2. 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.

4.A.16. Evaluation of Offer

- 4.A.16.1. Evaluation of bids will be done, based on total cost of SOR (based on L-1 Offer)
- 4.A.16.2. Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- 4.A.16.3. Deleted.
- 4.A.16.4. The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications given in Chapter-3.
- 4.A.16.5 Price bid will be opened only for the technically qualified bidders. Bid evaluation will be done based on the quote received as per Chapter-2. Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable on reverse charge by RailTel, wherever applicable.

4.A.17. Security Considerations & Security Agreement

- 4.A.17.1 While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 4.A.17.2 The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer (OEM) shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website), covering all relevant clauses. **The tenderer must submit a declaration along with their bid in this regard.**

4.A.17.3 Deleted

4.A.18. Purchaser's Right to Vary Quantities

- 4.A.18.1 The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA/Sub PO/PO as indicated in Bid Data Sheet (BDS) Chapter 5 without assigning

any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order/LOA. Any such change in quantity shall have no impact on the rates mentioned in the purchase order/LOA for any such item.

4.A.18.2 Rate Contract:

4.A.18.2.1 RailTel, if required, may enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of Equipment & Cards as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of LOA and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment & Cards detailed in SOR, as per requirement. The total variation under Rate Contract +/- 50% of contract value shall be restricted for these SOR items. A standing Performance Bank Guarantee of Rs. 10 lakh for due fulfillment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract. The supplier shall have to supply the equipment & cards against these Sub Purchase Orders within 45 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 3% of the value (rounded off to nearest Thousand of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub PO is for the satisfactory performance of materials and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately.

4.A.18.2.2 Deleted.

4.A.18.2.3 **The payment conditions against Rate Contract will be as under:**

Payment will be done as per clause no. 4.A.5

4.A.19. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid

4.A.19.1 The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

4.A.20. Execution of Purchase Order/LOA

4.A.20.1 POs will be issued Region wise.

4.A.20.2 The successful bidder has to submit the copy of the Purchase order/LOA duly signed on each page including Annexure & will submit the Performance Bank Guarantee as per Clause no. 4.A.6 of this chapter for due fulfillment of the PO/LOA.

4.A.20.3 If the successful bidder fails to submit the accepted copy of PO/LOA within 15 days from the date of issue, it shall constitute a breach of the agreement affected by the

acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

- 4.A.20.4 In the event of any tenderer whose tender is accepted and refuses to execute the PO/LOA as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order/LOA and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

4.A.21. Annulment of Award

Failure of the successful bidder to comply with the requirement of various clauses of tender document shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.

4.A.22. Earnest Money Deposit (EMD) and Cost of Tender Document

- 4.A.22.1 **All the Bidders/OEM are required to deposit Tender Cost and EMD amount as mentioned in NIT and BDS through e-Nivida Portal as “Tender Cost” & “Earnest Money”. Tender cost and EMD in no other form shall be accepted. Offers without applicable EMD amount and tender cost shall be summarily rejected.**

- 4.A.22.3 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) in accordance with clause 4.A.6 of this chapter.

- 4.A.22.4 Offers without complete amount of Earnest Money shall be summarily rejected.

- 4.A.22.5 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

- 4.A.22.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with clause 4.A.6 (Chapter-4A).

- 4.A.22.7 Earnest Money will bear no interest.

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

- 4.A.23.1 Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.

- 4.A.23.2 MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof (Udhyam Aadhaar Certificate) of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.

- 4.A.23.3 The MSEs must also indicate the terminal validity date of their registration.

4.A.23.4 Failing 4.A.23.2 and 4.A.23.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

4.A.24. Offer/ Bid Prices

4.A.24.1 The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees (FOR/CIP destination).

4.A.24.2 The breakup of price of each item of SOR in terms of basic Unit price, Custom duty, CGST/SGST/IGST/GST and other taxes and any other Levies/charges already paid or payable by the tenderer shall be quoted in Annexure-A & B of Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.

4.A.24.3 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.

4.A.24.4 Deleted.

4.A.25 Clause wise Compliance

4.A.25.1 For Bidder – Bidder has to submit Nil Deviation (Form No. 12, Chapter-6) form as a compliance against all the terms and conditions of Tender document. Bidder may submit Deviation, if any, in his bid from Tender document in the format given in Form no. 12. **However, in case of submission of any Deviation from Tender conditions, RailTel reserves the right to reject the bid without giving any justification.**

Note: In case of non-submission of Form no. 12 (Chapter-6) with bid, the bidders bid may be rejected.

4.A.25.2 For OEM - Clause wise compliance statement of Technical Specifications (Chapter-3).

4.A.26 Inspection

4.A.26.1 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / tenderer's works by RailTel's authorized representative. At least part of the material should be offered for inspection within 90 days or earlier of issue of confirmed Purchase Order/LOA ensuring supply within the period as specific in tender. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ tenderer, free of cost. Under exceptional circumstances, if it is not possible to carry out pre-dispatch inspection at Manufacturer's premises, exemption for the same shall be obtained from competent authority.

- 4.A.26.2 Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 4.A.26.3 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ tenderer's account.

4.A.27 Force Majeure

- 4.A.27.1 If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 4.A.27.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.28 Settlement of Disputes

In case of any dispute concerning this order both the tenderer and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

4.A.29 Governing Laws:

The APO/Sub PO/Purchase Order shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

4.A.30. Termination for Default

4.A.30.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

4.A.31 Risk & Cost

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase order/LOA/ contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at no risk and cost to contractor. However, the security deposit of tenderer shall be forfeited/ Performance Bank Guarantee shall be encashed. The failed tenderer shall not be permitted to take part in the tender for balance work.

4.A.31.1 The Maximum Liability of tenderer to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

4.A.32. Termination for Insolvency

The purchaser may at any time terminate the LOA/Sub PO/PO by giving written notice to the tenderer, without compensation to the tenderer, if the tenderer becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

4.A.33. Rates During Negotiation

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

4.A.34. Deleted

4.A.35. Submission of Offers

This e-tender should be duly submitted online using e-Procurement Portal <https://railtel.enivida.com>.

- a. The offer shall be submitted in two packet on eNivida Portal as per instructions given in Chapter-4B & 4C of tender.

- b. Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- c. Any document submitted/uploaded in eNivida portal must be duly signed & stamped by the tenderer in each page.
- d. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- e. Tenderers are requested to go through all the conditions of the tender document and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).
- f. **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

4.A.36. Constitution of Firm and power of Attorney

- 4.A.36.1. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-

As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

- 4.A.36.2. 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.
- 4.A.36.3. In case where the Power of Attorney has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 4.A.36.4. The duly notarized Power of Attorney shall be submitted in original or duly signed.

4.A.37. Opening of Tender

- 4.A.37.1 Tenderer's Bid will be opened on specified date & time as mentioned in BDS (Chapter 5) of the tender in presence of such Tenderers/ Representatives who choose to be present.

4.A.38. Non-Transferability & Non-Refundability

The tender documents are not transferable.

4.A.39. Errors, Omissions & Discrepancies

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

4.A.40. Wrong Information by Tenderer

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

4.A.41. Public Procurement:

4.A.41.1 Preference to Make in India: The provisions of the revised “Public Procurement (Preference to Make in India) Order 2017” dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

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

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

iii. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of “Local Content” and “Imported Content” for each SOR item as per DPIIT’s PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.

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

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

4.A.41.2 Bidders sharing a land border with India: Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per Annexure-I shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

4.A.42 Updation of Labour data on Railway’s shramikkalyan Portal:

A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website ‘www.shramikkalyan.indianrailways.gov.in’. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration on the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B. While processing payment of any ‘On Account bill’ or ‘Final bill’ or release of ‘Advances’ or ‘Performance Guarantee / Security deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till _____ Month, _____ Year.”

4.A.43. Deleted.

4.A.44. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

On Installation, testing, commissioning & integration of the equipments by RailTel, Provisional Acceptance Certificate (PAC) will be issued by CNOC/NTP. Part PACs may also be issued sitewise, if required as per the site condition. If Part PACs are issued, PAC shall be issued after the completion of whole work at all the sites. Part PAC/PAC will not be held back for want of minor deficiencies not affecting the functioning of the overall system. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

4.A.45. FINAL ACCEPTANCE

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

4.A.46 Compliance for procurement of Telecommunication equipment from trusted source

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

4.A.47 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 equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel 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. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

- | | |
|----------------------------|---------------------------------|
| 1. Mrs. Vijaya Kanth | E-Mail: vkanthmrl2003@yahoo.com |
| 2. Sh. Vinayaka Rao Turaga | E-mail: tvrao56@gmail.com |

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

Chief Vigilance Officer
RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: cvo@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.
- 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 (Section-I) of this tender document (Form No. 11).
- 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 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

4.A.48 e- Reverse Auction:

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

1. Bids are required to be submitted through e-portal only.
1. In addition to the instructions given above, the bids shall be processed through One/Two Stage Reverse Auction method, to be implemented through E-NIVIDA portal. Two packets system shall be followed for the 1st stage of reverse auction, which means that Techno-commercial bid will be opened first; and after deciding the suitability or otherwise of the technical bids, the financial bids of only those firms which are found to be suitable shall be opened. In the beginning of the subsequent years, only financial offers followed by reverse auction through e-portal shall be applied.

(For details please refer also user manual for contractors-for Two Stage Reverse Auction (Goods & Services Module) of e-portal.)

2. The financial bid of those firms whose technical bids have been found to be suitable shall be opened on or after scheduled date and time. The financial tabulation statement shall be generated immediately thereafter and can be viewed by the participating bidders by logging into e-portal account.
3. After opening the financial bids, the tendering department shall schedule the start of reverse auction. The tenderers who are eligible for the participation in the reverse auction process can view the reverse auction catalogue by logging into their e-portal account.
4. The lowest Initial Price Offer (L1 offer price) as submitted by the technically qualified bidders during the financial evaluation stage shall constitute the base price for starting the reverse auction. The base price shall be notified to the bidder.
5. Date and time of start of RA will be informed by e-portal website/RailTel Website.
6. Selection of vendors for RA shall be as under:
 - i) If the number of tenderers qualified for award of contract is less than 3, No RA shall be conducted and the tender shall be decided on the basis of initial price offer.
 - ii) If the number of tenderers qualified are 3 to 6, only 3 tenderers shall be eligible for participating in RA.
 - iii) If the number of tenderers qualified are more than 6, only 50% of tenderers shall be eligible for RA (rounded off to next higher integer).
 - iv) The bids disallowed from participating in the RA shall be the highest bidder(s). In case the highest bidders quote the same rate, the initial price offer received last as per time log of e-portal, shall be removed first, on the principle of last in first out, by e-portal system itself.

Initial Cooling Off period shall be 2 hours.

Auto Extension Period shall be 30 minutes.

Minimum Decrement in percentage shall be 0.01% of Current Lowest Bid.

7. Once the reverse auction process is closed the lowest rate received in the reverse auction/financial offer will be evaluated. RailTel reserves the right to hold negotiation with the bidder who becomes L1 after the completion of Reverse Auction process. RailTel also reserves the right not to consider the lowest bid received in the reverse auction/financial bid process.
8. In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.
9. Technical e-RA training can be opted by the bidder to know the procedure of e-RA (Reverse Auction).
10. RailTel may discharge the tender at any stage without assigning any reason.
11. Bidders may please note that Bidding close Date/Time gets extended automatically every time an offer is received against the tender during a time interval equivalent to Cooling Off prior to the closing date and time. For example : If the Closing Time of RA is 13:00 Hrs and the Cooling Off period is 30 Minutes, if two offers are received between 12:30 Hrs and 13:00

Hrs, lets say at 12:40 Hrs and 12:55 Hrs, the Closing Time shall be extended by 30 Minutes from the time of submission of the last bid i.e. up to 13:25 Hrs.

12. Award of Contracts

Financial Evaluation Reverse Auction (e-RA):

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

(End of chapter- 4A)

CHAPTER-4B

INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for Tendering.

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

For E-Tendering bids /information by bidders is to be submitted “Online” on e-Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this tender will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

PLEASE NOTE ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY ALL THE CLAUSES OF THE TENDER BEFORE UPLOADING THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE ‘www.railtelindia.com’ OR FROM THE e-Procurement Portal <https://railtel.enivida.com>,

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com> and this should be done well before the deadline for bid-submission.

4.B.1 Submission of the bid:

The bidder is required to submit the Technical bid and Price bid in eNivida portal before due date & time of submission of bids specified in this tender document.

4.B.2 Following documents shall be submitted in Technical and Price bid as given below:

(a) **“TECHNICAL BID”**; -The bid shall consist of the following:-

- 1) Offer Letter complete.
- 2) Signed Copy of Tender Document/ Corrigenda
- 3) **E-receipt of EMD**
- 4) **E-receipt of Tender fee.**
- 5) **Power of attorney** to be submitted in accordance with Clause-4.A.36.5, Chapter-4A of Tender Document.
- 6) **Indemnity Bond** (Form No. 7 of Chapter-6).
- 7) **In case bidder happens to be an eligible MSE**, the documentary evidence for same shall be submitted (clause 4.A.23, chapter-4A).

- 8) Specific authorization addressed to RailTel from the OEM (Parent Company) for Indian Subsidiary or authorized partner i.e. **Manufacturer Authorization Form** (Form no. 5 of Chapter-6).
- 9) Complete technical data and particulars of the equipment offered, as specified in the Tender document together with descriptive literature, leaflets, Drawings, if any, complete with list etc.
- 10) **System Performance Guarantee** (form no. 2, chapter-6).
- 11) **Acceptance for Long Term Maintenance Support** as per Clause 4.A.3.5, Chapter-4A of Tender Document (form no. 3, chapter-6).
- 12) Declaration regarding acceptance of clarification issued from DoT (Clause 4.A.17.2, Chapter 4A of Tender Document).
- 13) Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) and detailed unpriced Bill of Material including break up of common units/cards/backplane/Fan Tray unit etc. for building up the SOR items for supply.
- 14) Clause wise compliance to tender conditions as per clause 4.A.25 of Chapter-4A.
- 15) Documentary proof of qualifying criteria (Clause 4.A.12 of Chapter 4A of Tender Document)
- 16) Form no. 4, 6, 10,11 of Chapter-6.
- 17) Form No. 8 & 9 of Chapter-6, if applicable
- 18) Certificate of Local Content as per clause 4.A.41.1, Chapter-4A
- 19) Certificate by bidders sharing a land border with India as per clause 4.A.41.2, Chapter-4A.
- 20) Any other document asked in the tender but not listed above.
- 21) Any Other information desired to be submitted by the tenderer.

b) “Price Bid” Shall contain

The price bid for “Schedule of requirements” as per Note of Chapter 2 along with “Bill of Material” (BOM) for each item quoted exactly according to the proforma, as also submitted along with “Technical Bid”. Calculation of Local Content as per clause 4.A.41.1, Chapter-4A.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid

4.B.3. Fax Quotations & Late Tenders:

Fax Tender documents and Late/Delayed tenders would not be considered.

4.B.4. Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening.

4.B.5. Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel Website & eNivida portal. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

4.B.6 Bid submission and Opening date

1. The bid should be submitted along with Technical & Price bid document (all documents) in eNivida portal as per date & time given in the Bid Data Sheet (BDS).
2. The tenderer's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) in presence of such Tenderers/ Representatives who choose to be present.
3. Bids received after due date and time shall be summarily rejected and shall not be opened.

4.B.7 Submission of offline documents:

All document needs to be submitted online only. There is no need of submission of offline document. Original copy of following document is needed to be submitted by the successful bidder before issuance of LOA.

- a. Power of Attorney.
- b. Original copies of Form No. 2 (System Performance Guarantee), Form No. 3 (Performa for Long Term Maintenance Support), Form No. 5 (Manufacturer Authorization Form), Form No. 7 (Standing Indemnity Bond), Form no. 8 (Affidavit), Form no. 9, Form No. 10, Form no. 11 (Affidavit) and Form no.13(Integrity Pact).

4.B.8 Clarification Requests:

The written queries/ clarification request may be sent to RailTel's office through e-mail to neha.singh@railtelindia.com with copy to Himanshu@railtelindia.com (in pdf & word or excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS). Reply of relevant clarifications sought will be uploaded in eNivida portal. Clarifications sought shall be submitted in the following format:

SN	Clause no. & Chapter no.	Page no.	Sub-clause no./ Point no.	Content of the clause requires clarification	Points of clarification required	Remarks

(End of Chapter- 4B)

CHAPTER-4C

E-tendering Instructions to Bidders

4.C.0 **GENERAL:**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 4B of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

4.C.1 **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.

8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

4.C.2 SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, bidder scan pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / tender schedules, Bid documents etc. Once bidder pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4.C.3 PREPARATION OF BIDS:

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

4.C.4 SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions

laid down by RailTel.

3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete”(i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit all required document online only. Original copy is needed to be submitted by the successful bidder before issuance of LOA/PO.

4.C.5 For any clarification in using eNivida Portal:

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

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

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com

(End of Chapter- 4C)

CHAPTER- 5

BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document.

Clause	Description
Clause A.A.1.2, Chapter-4A	Validity of offer 90 days from the date of opening of tender.
Clause 4.A.2.1, Chapter-4A	Warranty 36 months from the date of Supply from OEM.
Clause 4.A.3.1, Chapter-4A	Long Term Maintenance Support (AMC) 5 Years from the date of completion of Warranty.
Clause 4.A.4, Chapter-4A	Delivery (Supply) 120 days from date of issue of LOA/Purchase Order.
Clause 4.A.6, Chapter-4A	Performance Bank Guarantee (Security Deposit) Performance Bank Guarantee of 3% of total value of the LOA is required to be submitted within 30 days of issue of LOA. Validity of this PBG shall be 4 months beyond warranty period.
Clause 4.A.12, Chapter-4A	Qualifying Criteria
Clause 4.A.18.1, Chapter-4A	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.
Clause 4.A.22.1, Chapter-4A	Earnest Money Deposit (EMD)/ Bid Security Rs. 11.82 Lakhs
Clause 4.B.8, Chapter-4B	Last date of submission of queries/ clarification request: Date: 06.09.2022
Tender Notice	Last date & time of submission of offer (Online) Date: 22.09.2022 and Time: 15:00 hours
Clause 4.A.37.1, Chapter-4A	Date & time of Opening of Tender (Online) Date: 22.09.2022 and Time:15:30 hours

Note: If the details given in BDS contradict with referred clause in the detailed tender document, the details in BDS will have overriding priority over the referred clause in the tender document.

(End of Chapter- 5)

CHAPTER- 6

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GAURANTEEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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

under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New delhi is being advised accordingly.

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

Dated the day of ,2022

for

(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

Form No. 2

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. one hundred)

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

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.

2.

Form No. 3

PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed by the Bidder and O.E.M. on their respective Letter Head)

To

Add.GM/NTP
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

Applicable for OEM directly participating in the tender

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

Or

Applicable for Authorized representative of OEM participating in the tender (To be signed by OEM)

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

(Signature of OEM's Authorized Officer)

Seal

Signature of witness:

1.
2.

Note: Submission of above format is mandatory and required to be submitted by both OEM and Bidder separately on their respective letter heads. Any deviation / non acceptance may lead to rejection of the bid.

Form No. 4

CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY

Note: Tenderer is required to submit offer as per following check list by giving page no. of submitted documents

SN	Item/Clause of Tender Document	Details/Remarks
1.	Signed Copy of Tender Document / Corrigenda	
2.	EMD & Cost of Tender document	
3.	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)	
4.	Bidder should have authorization specific to this tender from respective OEM as per Form no. 5 of Chapter-6. (Point-6, Clause 4.A.12.2, Chapter- 4A of Tender Document)	
5.	Power of Attorney to Signing the Bid & Board resolution (Clause 4.A.36, Chapter- 4A of Tender Document)	
6.	Clause wise compliance (Clause 4.A.25.1 and 4.A.25.2 of Chapter-4A)	
7.	Declaration regarding acceptance of clarification issued from DoT for Latest Security Clause which includes sign of Agreement between RailTel & Vendor/OEM (Clause 4.A.17.2, Chapter- 4A of Tender Document)	
8.	Documentary proof for qualifying criteria (Clause 4.A.12, Chapter 4A of Tender Document)	
9.	Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.	
10.	Form no. 2 (System Performance Guarantee) (Clause 4.A.15.2 Chapter-4A of Tender Document)	
11.	Form no. 3 (Undertaking for Long Term Maintenance Support from OEM) (Clause 4.A.3, Chapter-4A of Tender Document)	
12.	Form No. 6 of Chapter-6- RTGS Payment	
13.	Form No. 7 of Chapter-6- Indemnity Bond.	
14.	Form No. 8, 9 & 10 of Chapter-6, if applicable	
15.	Form No. 11 of Chapter-6 - Affidavit as per clause 4.A.12 of Chapter- 4A	
16.	Form No. 12 of Chapter-6 (Nil Deviation Component Compliance)	
17.	Schedule of Requirements (SOR) with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) and detailed unpriced Bill of Material including break up of common units/cards/backplane/SFP/Fan Tray unit etc. for building up the SOR items for supply.	

SN	Item/Clause of Tender Document	Details/Remarks
18	Certificate of Local Content as per clause 4.A.41.1 of Chapter-4A (without calculation sheet)	
19	Annexure-I: Certificate by bidders sharing a land boarder with India as per clause 4.A.41.2 of Chapter-4A	
20	Certificate of MSME, if applicable as per clause 4.A.23 of Chapter-4A	
21	Undertaking of OEM as per Form-5 of Chapter-6	
22	Un-priced copy (with make & model) of the SOR along with the Breakup of individual itemized BOM should be submitted with the Technical Bid for evaluation.	
23	Form no. 13, Integrity Pact	
Document uploaded along with Financial Bid/Price Bid Only.		
1	Price Bid for Schedule of Requirements as per Chapter-2	
2	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A and B of Chapter-2	
3	Bill of Material (BOM) with prices of each module/cards etc.	
4	Calculation sheet of Local Content as per clause 4.A.41.1 of Chapter-4A	

Note:

- i. All document needs to be submitted online only. There is no need of submission of Physical documents/Bid. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- ii. Document submitted along with technical bid should not include any prices, if found so, the bid may liable to be rejected.

DETAILS OF OFFERED EQUIPMENT AGAINST SOR:

SN	SOR Item no.	Item Description	Make	Model	Data Sheet Placed at Page No. of Bid
1					
2					
3					
4					

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER:

S N	Clause	Supporting documents	Details/ Remarks	Page no of the Bid
1				
2				
3				
4				

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

Form No. 5

Manufacturer Authorization form (MAF)

Add.GM/NTP

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

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 & AMC of our range of products against your above said
bid.

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

Thanking you,
Best regards,

Authorized Signatory

Form No. 6

Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To

M/s. RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023.

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded /participated to / by our company as per your award letter no. _____ dated _____
Against the above PO/LOA participated/awarded to us, we authorize you make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current/Over Draft)
6. IFSC code
7. NEFT Code
8. Agency's Address
9. Agency's telephone & mobile no.
10. GST Registration Details.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**

Form No. 7
STANDING INDEMNITY BOND
(For on Account Payments and Stores supplied by RailTel)
(On Stamp paper of Requisite Value)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through ED/RGM/RailTel/----- Region or his successor hereinafter referred to as “the Purchaser” all materials for which ‘On Account’ payments have been made to us against the Contract for _____ vide letter of Acceptance/PO of Tender No. _____ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager (RGM)/Executive Director (ED) ----- Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/ED/RailTel/-----Region, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this _____ day of _____, 2022

for and on behalf of M/s

(Contractor)

Signature of witness
Name and witness in Block letters
Address

Form No. 8
AFFIDAVIT

(To be given by the Bidder on Stamp Paper of appropriate value)

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

1. I say that I am the authorized signatory of [insert name of Company/Consortium/Joint Venture member] (herein after referred to as "Bidder/Consortium/Joint Venture Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the Bidder/Consortium/Joint Venture Member.
2. I say that I have submitted information with respect to our eligibility for RailTel Corporation of India Ltd. (herein after referred to as "RailTel") **(NAME OF WORK)** (herein after referred to as "Project") Request for Proposal ('RFP') document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we here by also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by RailTel to verify our credentials /information provided by us under this tender and as may be deemed necessary by RailTel.
4. I say that if at any point of time including the extension period, incase RailTel requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of RailTel.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document has been duly complied with.

DEPONENT

VERIFICATION

I, the above-named deponent, do very that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed. Verified at _____, on this _____ day of _____, 2022.

DEPONENT

Form No. 9- Deleted

Form No. 10- Deleted

FORM No. 11

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

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

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

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from electronic tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the 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 alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years in RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us 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 in RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Form No.12

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

To

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

Date: dd-mm-yyyy

Dear Sir,

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

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

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

Format of Annexure (Deviation Statement)

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

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

Place:

Date:

Seal and signature of the

bidder

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

Form No. 13

PROFORMA FOR SIGNING THE INTEGRITY PACT (On Stamp Paper of appropriate value)

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. 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:

(End of Chapter-6)

CHAPTER-7

Detailed standard conditions applicable for the Annual Maintenance Contract

7.1.0 Introduction

This document contains the standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor. Contractor is defined as the company whose products/equipment's have been deployed over the RailTel telecommunication network and the warranty of these equipment's has expired or going to be expire shortly. All the equipment's/ cards/ modules given in the Items of SOR will be covered under this contract. This Annual Maintenance Contract will cover up the provision of remote services to be provided by the contractor for proper working of Network created through the contractor's equipment's. This document will also cover up the Repair and Return services for the rectification of defective modules/cards/parts etc which are the key tools in use for uninterrupted traffic. It also includes the Key performance parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- **Technical Support service.**
- **Repair and Return Service.**
- **Software Updates.**

7.2.0 Basic Definitions and terminology Used:-

RailTel: RailTel Corporation of India Limited having its registered and Corporate office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023.

Contractor: Contractor means firm/company whom equipment's are deployed over the Telecommunication Network of RailTel.

TSC: Technical Support Center created by the Contractor for 2nd level support.

TEC: Telecom Excellence Center created by the contractor for 3rd level support.

WC: Welcome Center of contractor through which the RailTel may interact with contractor.

AR: Assistance Request created by WC of contractor for a specific request of RailTel which will be used for all references until its closure and also for future correspondence.

Maintained Products: Details of equipment's with location wise deployment and serial identification numbers to be incorporated in a statement jointly signed by RailTel and Contractor, which will be covered under AMC contract.

Severity Levels:

Severity Levels are defined as the condition of the system when RailTel submits an Assistance Request (AR). There are three severity levels for reported problems. Severity levels are defined as follows:

“Critical”(also known as Severity Level 1, SL1): The system is inoperative and RailTel’s inability to use the product has a critical effect on RailTel’s operations. This condition is generally characterized by complete system failure and requires immediate correction.

“Major” (also known as Severity Level 2, SL2): The system is partially inoperative but still usable by RailTel. The inoperative portion of the product severely restricts RailTel’s operations, but has a less critical effect than a severity level 1 condition.

“Minor” (also known as Severity Level 3, SL3): The system is usable by RailTel, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall RailTel operations.

RailTel shall inform the severity based on above definitions, at the time of opening of AR with Contractor’s TSC. If TSC feels to disagree on the severity, may discuss with RailTel on correction of severity. Where parties disagree on the classification of a particular reported problem, RailTel and Contractor’s technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event, the parties are unable to reach agreement on the classification, the reported problem shall be classified at the discretion of RailTel.

7.2.1 Key Performance Indicators (KPIs):

The key performance indicators (KPI) established by contractor and RailTel, are dependent on the severity level of the request as reported by RailTel to the TSC through telephone. Contractor’s KPIs extend to Maintained Products running on a currently supported software version release only. These are KPIs which will decide the penalties to be imposed on contractor if he fails to achieve the fixed parameter for both remote services and Repair & Return services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor’s welcome center of a reported problem to when an contractor’s expert attempts to contact RailTel via telephone or preferred contact method as defined when submitting the request.

“Restore Time” (also known as Remote Neutralization) means a measure of the length of time from when contractor is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor provides the means to return a system to operational status. This will be applicable only for services impacting cases. Travel time of field’s engineers or TSC engineers and spare arrangement times will be excluded in this.

Resolve Time (Also known as Final Resolution Time) means a measure of the length of time from when RailTel first notifies the contractor’s welcome center to the time when

a solution to address the issue is made available to RailTel. This may or may not occur simultaneously with Restore Time.

Patch Releases/Maintenance Releases:-

“Patch Release” means a software release that contains minor modifications to address a specific problem and help restore a system. A Patch Release may also be known as “Craft Release”.

“Maintenance Release” means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer’s technical specification. Typically they are comprised of a collection of Patch Releases. Maintenance Release may also be known as an “Update Release” or a “Point Release”.

7.3.0 Technical Support Service:-

During this AMC period, whenever needed, RailTel may contact the Contractor’s Support center (WC) through a dedicated phone no. or e-mail address or Web for every issue or request. The Welcome Center of the Contractor (WC) will be available 24 hours a day and 365 days of the year. Welcome Centre creates the Assistance Request (AR) in the database and this AR will be used for all future correspondence /references and it will route to either for Repair or Return services or to Technical support center (TSCs) for remote assistance. These level 2 services provided through Technical support center may escalate to Technical Experts centre or to OEM dedicated technical support centers (for OEM support for hardware and /or software portion of the products).

The Welcome centre of contractor (WC) keeps track of the assistance request (AR) or part request until closure.

7.3.1 Contractor’s responsibilities:

Contractor shall login RailTel Network in support of product related questions troubleshooting assistance, diagnostic procedures, and Patch & Maintenance Releases, as are made available, to restore and resolve network troubles. The following services will be provided:

- 7.3.1.1 Troubleshoot network problems via phone, virtual private network, or modem connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.
- 7.3.1.2 Provide technical advice and guidance via telephone or email by Contractor’s product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.
- 7.3.1.3 Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.

7.3.1.4 For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.

7.3.1.5 Not Used.

7.3.1.6 Not Used.

7.3.1.7 Software Update:

RailTel will be extended the benefits of software updates made by OEM on the installed systems on existing release from time to time to improve performance. If required to restore or rectification of severe problems all the software up-gradation, re-installation will be done by contractor during the period of AMC.

7.3.2 RailTel Responsibility:-

When reporting an AR, RailTel shall include Severity Level of problem and output of any diagnostic, printed logs, already performed to help reproduce the conditions under which the trouble occurred. Identify site ID or contact number, submitter name & location, callback telephone number and/or email address, system name and location, processor location, type and serial number, and alternate contact.

7.3.2.1 RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.

7.3.2.2 RailTel will provide remote access to Contractor's TSC to access their network, either through VPN, ISDN or Team viewer.

7.3.2.3 RailTel will perform first level diagnostics before handing over the ticket to the Contractor. RailTel will share all network layouts, link details etc which may be needed by Contractor to help troubleshooting the issue.

7.3.2.4 RailTel will provide all necessary documents for repair of cards.

7.3.2.5 RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipment's etc. to give remote access to Contractor.

7.4.0 Repair and Return Services

7.4.1 Repair

7.4.1.1 Contractor's Responsibility:-

- The Contractor will take- over the defective cards/SFPs from NOC/CNOC where equipment is installed and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from NOC/site where equipment is installed. All the documentation including identification number (Serial number) will be provided by RailTel.
- There will be initial one time activity of all existing faulty cards being repaired by Contractor before commencement of the AMC. AMC will cover only equipment's which are in working condition.
- **Delivery Period:** The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be installed/handed over to RailTel authorized representative at NOC. The contractor will also give probable reason for repeated failure of cards/ modules.

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

1. RailTel will use its own spare card in the first instance.
2. If contractor fails to return the repaired card within stipulated time of 30 days from the date of receipt then the OK (good conditioned) cards/SFPs/parts etc will be provided by the contractor for the subsequent in this period free of cost till replacement with the repaired card.
3. All transportation, freight and insurance charges will be borne by the contractor .
4. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

7.4.1.2 RailTel's Responsibility

RailTel will hand over the defective card/SFP/Parts/etc. to the contractor's authorized representative at NOC/site along with the following relevant information & documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.
- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.

- Perform a physical check test on the repaired parts.

7.4.2 Return

If any part goes beyond repair due to Contractor at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as “unworkable”. If it will be required to deploy a new part on that location that will be provided by the contractor to RailTel free of cost. To achieve this, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused parts. Any such parts will be not-repairable and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the cards are non repairable due to these reasons.

7.5.0 Services Level Agreement Values (SLA):

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

7.5.1 Technical Support Services KPIs & SLA:

Severity Levels/KPIS	Critical	Major	Minor
Respond	1 Hr	1 Hr	1 Hr
Restore	1 Hr	2 Hr	2 Hr

*BE-Best Effort

7.5.2 Repair and Return Services

If the contractor fails to return the card with 30 days, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than 60 days (from the date of receipt)	Full cost of affected part/module

7.6.0 General Conditions:

7.6.1 Period of AMC:

This Annual Maintenance Contract will be valid for a period of 5 years from the date of issue of LOA/PO for AMC. This period (i.e. 5 years) may be extended further with mutual consent of RailTel and Contractor.

RailTel at its discretion is free to change the location of the equipment's installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.

7.6.2 Performance Bank Guarantee:-

The contractor is required to submit a Performance Bank Guarantee (PBG) within 30 days from the date of issue of LOA for AMC @ 10% of the total AMC cost of five years valid for a period 4 months beyond the AMC period of 5 years from the date of issue of LOA or will be kept as per Government of India guidelines applicable at the time of issue of LOA/PO for AMC. The Proforma for PBG is given in Form No. 1 of tender document. If the AMC period got extended, the PBG will also be extended accordingly.

The performance Bank Guarantee will bear no interest.

7.6.3 Prices and Taxes:-

- The prices for the services shall be in INR which will be the currency of account invoicing and payment.
- If in respect of the provision of services, Contractor has to pay the additional admissible taxes, the same will be get reimbursed after receiving the documentary proof by RailTel.
- Price will not include the cost of any financing (if any).
- The Octroi/entry tax shall be paid extra as per actual on production of proof of payment/document.

7.6.4 Payment Terms:-

AMC charges shall be paid on quarterly basis by the respective Regional General Managers/ Executive Director of the concerned Region OR CNOC/NTP after successful completion of maintenance within 30 days from the date of invoicing accompanied with Invoice, Monthly trouble ticket report, Monthly repair report subject to any deductions or recovery (which the RailTel may be entitled to make under contract) through RTGS. Monthly reports will be shared with RailTel regularly. Format will mutually decided by RailTel and Contractor.

7.6.5 Execution of contract

The Regional General Managers/ Executive Directors of respective regions or his nominated representatives OR CNOC/NTP will be responsible for the execution of the contract under their respective jurisdiction. Certificate regarding proper execution of the AMC along with proposed deductions/penalties with reasons thereof shall be prepared for every billing cycle (quarterly) for arranging payment to the contractor.

7.6.6 Tenderers Address

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed to

have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

7.6.7 Law governing the contract.

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulation or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

7.6.8 Force Majeure clause:-

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

7.6.9 Illegal Gratification

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or anyone on his behalf to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition or any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any shall offence or compensation payable to the RailTel under this clause shall be settled by the Regional General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

7.6.10 **LABOUR**

Wages to Labour- The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there-under in respect of any employees directly or through petty contractors or sub contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the contractor. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the contractor to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same form any moneys due or accruing to the contractor under this or any other contractor with the RailTel.

7.6.10.1 **Apprentices Act**

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued the re-under from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract. If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be breach of the contract and the RailTel may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

7.6.10.2 **Provisions of Payments of Wages Act**

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which

may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contract (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

7.6.10.3 Provision of Contract Labour (Regulation and Abolition) Act 1970

1. The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.
2. The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
3. The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.
4. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
5. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim

made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

7.6.10.4 Reporting of Accidents to Labor

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

7.6.10.5 Provisions of Workmen's Compensation Act

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

7.6.11 Determination of Contract

Right of RailTel to determine the contract: The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof.

Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive.

The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

7.6.12 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

As per clause 4.A.30, Chapter-4A of tender document.

7.6.13 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

7.6.14 SETTLEMENT OF DISPUTE AND ARBITRATION:-

- Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of sole arbitrator or Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd.
- Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

(End of Chapter- 7)

Annexure-I

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the

property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(END OF TENDER DOCUMENT)