



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

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

**ELECTRONIC TENDER DOCUMENT**

**FOR**

"रेलटेल के डीसी और डीआर में डेटा सेंटर इन्फ्रास्ट्रक्चर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग" के लिए निविदा दस्तावेज ।

Tender document for "Supply, Installation, Testing & Commissioning of Data Center Infrastructure at DC & DR of RailTel"

E-निविदा संख्या: RAILTEL/TENDER/OT/CO/ITP/2024-25/DC-DR Infra/009

OPEN E-TENDER NO. RAILTEL/TENDER/OT/CO/ ITP/2024-25/ DC & DR Infra/009

निविदा दस्तावेज की कीमत: रु. 2,950 /- (टैक्स सहित)  
Cost of Tender Document: Rs. 2,950 /- (Including Taxes)

(Through Two Packet e-Reverse Auction System)

Sold to \_\_\_\_\_



## RailTel Corporation of India Ltd.

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

खुली E-निविदा न.: RAILTEL/TENDER/OT/CO/ ITP/2024-25/ DC-DR Infra/009

Dated: 22.07.2024

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि. (रेलटेल) "रेलटेल के डीसी और डीआर में डेटा सेंटर इन्फ्रास्ट्रक्चर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग" के लिए निविदा दस्तावेज के लिये भारतीय पंजीकृत फर्मों से दो पैकेट के माध्यम से ई-टेंडर आमंत्रित करता है।

क)	निविदा डाउनलोड करने की प्रारंभिक तिथि	22.07.2024
ख)	बोली प्रस्तुत करने की अंतिम तिथि और समय	14.08.2024 को 15.00 बजे तक.
ग)	ई-बिड खुलने की तिथि और समय	14.08.2024 को 15.30 बजे.
घ)	निविदा की अनुमानित लागत	Rs. 6.30 करोड़
ङ)	बयाना राशि (ईएमडी)#	रु. 12,62 लाख का भुगतान किया जाना है। ई-निविदा पोर्टल के माध्यम से ऑनलाइन रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में।
च)	निविदा दस्तावेज की फीस#	रु. 2,950 /- (सभी समावेशी)
छ)	बोलीदाता(ओं)/ओईएम(ओं) को अपने प्रश्न प्रस्तुत करने की अंतिम तिथि	30.07.2024 तक
ज)	प्री बिड मीटिंग	01.08.2024 को 15.30 बजे.

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

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

महाप्रबंधक/आईटीपी



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

**Open E-Tender Notice No.: RAILTEL/TENDER/OT/CO/ ITP/2024-25/ DC-DR Infra/009**  
**Dtd. 22.07.2024**

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders through reverse auction in Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) System for **“Supply, Installation, Testing & Commissioning of Data Center Infrastructure at DC & DR of RailTel”**.

a)	Opening date of Tender downloading	22.07.2024
b)	Last date for submission of bids	14.08.2024 up-to 15:00 Hrs. (Online)
c)	Opening of bids	14.08.2024 at 15:30 Hrs. (Online)
d)	Estimated Cost of Tender	Rs. 6.30 Cr.
e)	Earnest Money (EMD)#	Rs 12.62/- Lakhs to be made in favor of RailTel Corporation of India Ltd. online through e-nivida Portal.
f)	Cost of Tender Document#	Rs. 2,950/- (Including Tax) to be made in favor of RailTel Corporation of India Ltd. online through e-nivida Portal.
g)	Last date for submission of queries	Till 30.07.2024
h)	Pre Bid Meeting	01.08.2024 at 15:30 Hrs

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

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

**General Manager/ITP**

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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 **90 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 e-Nivida 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 ONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

## CHAPTER- 2

## SCHEDULE OF REQUIREMENT

SOR	ITEM DESCRIPTION	UOM	QTY	Unit Rate (All inclusive) (in Rs.)		Total Cost (All inclusive) (in Rs.)	
				In Fig	In word	In Fig	In word
<b>SOR-A</b>	<b>Supply and Installation &amp; Commissioning of Items</b>						
1)	Rack Server incl. GPU with 3-year warranty as per Technical Specification given in Chapter-3A.	Nos	2				
2)	Virtualization solution Latest version for 344 Core with minimum 3 years support as per Technical Specification given in Chapter-3A.	Nos	1				
3)	Hyper Converged Infrastructure with minimum 3 years support as per Technical Specification given in Chapter-3A.	Lot	1				
4)	One Time Installation and configuration of SOR-A Item No. 1, Item No. 2 and Item No. 3.	Lot	1				
<b>Sub Total (in Rs.):</b>							
<b>SOR-B</b>	<b>Annual Maintenance Charges (AMC)</b>						
1)	Annual Maintenance Charges (AMC) after warranty period of supply portion (SOR-A Item No. 1, Item No. 2, and Item No. 3) as per Tender Document.	Years	3				
<b>Grand Total (in Rs.):</b>							
<b>Grand Total (In Words):</b>							

<b>Note:</b>	
I.	<p>a) Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with tax break-up as per Performa attached as Annexure-A). The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5).</p> <p>b) It shall be the responsibility of Tenderer to transport the equipment to site for Installation &amp; Commissioning.</p>
II.	Tenderers should submit the detailed configuration of each type of equipment indicating quantities of various modules/sub modules/cards/Licenses/sub racks including the vacant slots in the sub racks/chassis for further expansion. Detail BOM of each equipment supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM.
III.	The Tenderer shall attach Unit Rate Analysis of Schedule of Requirements (cost of each sub-assembly, card, module, Licenses etc.) in their Price Bid. The quoted Unit Rates should correspond to the referred unit Rate
IV.	<p>Non-compliance of following will lead to summarily rejection of Bidders bid:</p> <p>i. Tender Cost and EMD.</p> <p>ii. If any Price Bid/ Priced BOM submitted along with Technical Bid</p>
V.	Tenderer must also furnish unit rate of all the supply of items mentioned in the SOR, which will be required for the Solution. These will also form part of the Rate Contract for procurement of items as when required.
VI.	<p>The tenderer will be fully responsible for Supply of Equipment/hardware/software cards/interfaces/license and all related items for installation and commissioning of the network including the following:</p> <p>a) Integration with existing DC infrastructure as required by RailTel.</p> <p>b) Spares required for Commissioning; during warranty and AMC period shall be maintained by the Contractor at his own cost.</p> <p>c) All necessary cables and connectors and other accessories required for installation.</p>
VII.	Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM for this tender.
VIII.	Bidder has to quote for all SOR, and evaluation will be done on totality (SOR-A + SOR-B).
IX.	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.
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 during technical evaluation for testing and benchmarking to RailTel at any testing facility approved by RailTel if required. Tenderer shall provide all the required equipment and accessories for above testing at testing facility. Tenderer shall bear all the cost of above testing. Decision of RailTel shall be final and binding in this regard.
XII.	The Bidder shall submit the OEM vetted Bill of Material (BOM) and OEM vetted Technical Specifications.

\*\*\*\*\*

## Tax Breakup for SOR

SOR	De sc ri p t i o n	Total Qty	Basic Unit Price (exclusiv e of all levies and charges)	Pkg. & Forwardin g Charges		Freight & Insurance Charges		CGST/ SGST/ IGST/ UTGST etc.		Price Per Unit (all inclusive) for delivery at destination (4+6+8+10)	
				%	Amt	%	Amt	%	Amt	Amt (In Rs.)	In word
1	2	3	4	5	6	7	8	9	10	11	12
<b>SOR-A (Supply and Installation &amp; Commissioning of Items)</b>											
Item No. 1											
Item No. 2											
Item No. 3											
Item No. 4											
<b>Total of SOR-A</b>											
<b>SOR-B (AMC)</b>											
Item No. 1, 2, and 3											
<b>Total of SOR-B</b>											

**Chapter - 2-A****E-tendering Instructions to Bidders****1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

- i. Following are the instructions for online bid submission as per the term and conditions:  
The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**  
  
More information useful for submitting online bids on the e-tender Portal may be obtained at: <https://railtel.enivida.com>.

**2. REGISTRATION:**

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

**3. SEARCHING FOR TENDER DOCUMENTS**

- i. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download

the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

#### 4. PREPARATION OF BIDS

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

#### 5. SUBMISSION OF BIDS

- i. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- iii. Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders' dashboard) will be considered as the

standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- x. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

**6. ASSISTANCE TO BIDDERS:**

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

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

- i. Helpdesk landline No: 011-49606060
- ii. Mr. Amrendra (9355030628)
- iii. Mr. Birendra Kumar (09205898228)

RailTel Contact-I (for general Information)  
Anurag Kumar: Dy. Manager/ITP  
Telephone 0124-2714000  
E-mail ID: [anuragkumar@railtelindia.com](mailto:anuragkumar@railtelindia.com)

RailTel Contact-II (for general Information)  
Rajeev Kumar: Sr. DGM/ITP  
Telephone 0124-2714000  
E-mail ID: [rajeevkumar@railtelindia.com](mailto:rajeevkumar@railtelindia.com)

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

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

Broad outline of submissions are as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)

- ii. Submission of digitally signed copy of Tender Documents/Addenda
- iii. Two Packet
- iv. Online response to Terms & Conditions of Tender.
- v. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

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

**8. ONLINE SUBMISSIONS:**

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

- a) EMD submission as per details mentioned in tender notice.
- b) Tender Cost submission as per details mentioned in tender notice.
- c) Power of attorney to be submitted online in accordance with Clause – 34, Chapter 6 Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

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

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

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

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly reschedule the affected event(s).

**10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:**

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

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

**11. SUBMISSION OF OFFERS AND FILLING OF TENDER:**

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

**12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:**

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

**13. E- REVERSE AUCTION:**

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

- 13.1.0 Bids are required to be submitted through e-portal only.
- 13.1.1 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.)**
- 13.1.2 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.
- 13.1.3 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.
- 13.1.4 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.
- 13.1.5 Date and time of start of RA will be informed by e-portal website/RailTel Website.
- 13.1.6 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 20 minutes.  
**Minimum Decrement** in percentage shall be 0.1% of Current Lowest Bid.
- 13.1.7 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.
- 13.1.8 In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.
- 13.1.9 Technical e-RA training can be opted by the bidder to know the procedure of e-RA (Reverse Auction).

13.1.10 RailTel may discharge the tender at any stage without assigning any reason.

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

**Note:** In case, If the number of tenderers qualified for award of contract is less than 3, RA shall be conducted between technically eligible bidders.

### **13.2.0 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.

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**(End of Chapter- 2A)**

## CHAPTER-3-A

**Scope of Work & Technical Requirement**

1. **Project Background-** RailTel Data Centre is currently providing many DC services like Cloud Hosting, VPN, Email, DR, DDoS, Backup, Security etc. to its customers, all these services are provided through Tier-III Data Centre's located at Gurgaon and Secunderabad, both the Data Centres are MeitY Empanelled Data Centre for Cloud Services.

RailTel is planning to implement a Hyper-Converged Infrastructure (HCI) based cloud solution in its data center to enhance scalability, improve operational efficiency, and reduce costs. This project involves the design, deployment, configuration, testing, and support of the HCI solution. All the components being asked (given below) in tender are to be implemented in such a way so that the same can be offered "**As a Service**" to RailTel's Customers.

2. **Design Considerations**

- 2.1. Primary and backup network connectivity between the DC and DR will be provided by RailTel.
- 2.2. Required replication link between DC and DR will be provided by RailTel.
- 2.3. Required prerequisites in network links at the time of failover will be provided by RailTel.
- 2.4. To meet the required RTO and RPO, RailTel shall provide the required bandwidth.
- 2.5. All the solutions must have functionality of Multitenancy so that the same may be offered "**As a Service**" to RailTel's multiple customers.

3. **Objective**

- 3.1. Modernize RailTel's data center infrastructure.
- 3.2. Improve resource utilization and scalability.
- 3.3. Enhance data center performance and reliability.
- 3.4. Simplify management and maintenance of IT infrastructure.
- 3.5. Enable seamless integration with existing systems and future expansions.

4. **Scope of Work**

- 4.1. **Assessment and Design**

- **Current Infrastructure Assessment:**

- Conduct a thorough analysis of the existing data center infrastructure.
- Identify hardware, software, network, and storage components.
- Evaluate current workloads and performance metrics.

- **HCI Solution Design:**

- Design the HCI architecture tailored to RailTel's requirements.
- Select appropriate HCI platform and components (compute, storage, network).
- Develop a detailed implementation plan including hardware and software specifications.
- Ensure compatibility with existing systems and future scalability.

## 4.2. Deployment and Configuration

- **Hardware Installation:**
  - Physical installation of HCI nodes, network switches, and storage devices in the data center with the required passive cabling and other hardware/software.
- **Software Installation and Configuration:**
  - Install HCI management software and hypervisor.
  - Configure network settings, storage policies, and compute resources.
  - Set up management and monitoring tools.
- **Integration with Existing Systems:**
  - Migrate existing workloads to the new HCI platform.
  - Ensure seamless integration with existing applications and services.

## 4.3. Testing and Validation

- **System Testing:**
  - Conduct comprehensive testing of the HCI solution including performance, reliability, and failover tests.
  - Validate that the system meets all design specifications and performance benchmarks.
- **User Acceptance Testing (UAT):**
  - Facilitate UAT sessions with key stakeholders.
  - Collect feedback and make necessary adjustments.

## 4.4. Training and Documentation

- **Staff Training:**
  - Conduct training sessions for RailTel's DC staff on managing and maintaining the HCI environment.
  - Provide detailed training materials and resources.
- **Documentation:**
  - Create comprehensive documentation including system design, configuration settings, and operational procedures.

## 4.5. Go-Live and Support

- **Go-Live Planning:**
  - Develop a detailed go-live plan including cutover strategies and rollback procedures.
  - Execute the go-live plan with minimal disruption to existing services.
- **Post-Implementation Support:**

- Provide post-implementation support and troubleshooting.
- Establish a support plan including SLAs, escalation procedures, and ongoing maintenance schedules.

**5. Deliverables**

- Detailed project plan and timeline.
- Assessment report of existing infrastructure.
- HCI solution design and architecture documents.
- Installation and configuration records.
- Testing and validation reports.
- Training materials and sessions.
- Comprehensive system documentation.
- Go-live and support plan.

The key guidelines and scope should cover the following components:

- i. Bidder has to provision infrastructure e.g., network, security, backup, storage, BCP etc. as per requirement. Configuration and implementation related inputs of DC /DR infrastructure shall be shared with selected bidder.
- ii. Passive material required, cables, ties, cable manager, tagging/labelling etc. will in the bidder scope and will be done as per data centre standards. For cables CommScope, Belden, R&M or equivalent shall be considered.
- iii. All ports, Capacity, Power Supply asked is from Day-1, Bidder has to provision the SFPs, Power Modules from day-1.
- iv. The bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the proposed solution as mentioned in the scope and specification in the tender document, including but not limited to the devices, equipment, hardware, accessories, software, licenses, tools, etc. shall also be provisioned according to the requirements of the proposed solution without any additional cost to RailTel.
- v. Supply of required infrastructure and licensing e.g. network, security, backup, storage etc. and other solution proposed by bidder etc. as per tender. .
- vi. The bidder shall provide warranty for a period of 3 (Three) years as part of scope of this tender. Bidder should submit OEM undertaking to provide warranty/support for 3 years for supplied component by respective OEM and should have back-to-back warranty/support arrangement with respective OEM to ensure smooth operations during the contract period.
- vii. Necessary arrangement and Coordination with OEM will be the responsibility of bidder.
- viii. All supplied items must be equipped with **dual power source** from day-1.

**6. Technical Requirement:**

**6.1 SOR-A, Item No. 1 (Rack Server):**

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
1	<b>General Requirement</b>	Proposed Server should support Software Defined Storage, Virtual SAN for all major cloud technologies like VMware Cloud, RedHat Cloud, Nutanix cloud etc.	

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
		Security: Server should support Hardware (Silicon) root of trust, cryptographically signed firmware, Secure Boot, Secure Erase and System Lockdown features bundled from Day 1.	
		SAP Certification: Server should be SAP HANA certified	
		Server Vendor should be listed under Gartner leaders Magic quadrant in last available report.	
2	<b>Chipset</b>	Intel latest series compatible with Processor and board	
3	<b>Form Factor</b>	Max. 2U rack mounted with sliding rails. (As per RailTel Rack design)	
4	<b>CPU</b>	Configured CPU Should be populated with 2 Nos. of latest generation Intel Xeon Latest Generation CPU, each CPU should be 16 core with 2.3 GHz or better.	
5	<b>GPU</b>	PCIe 48 GB Passive, Double Wide, Full Height GPU (Power Consumption around 200 W) Riser Config, slots (number and size) compatible with supplied GPU. GPU slicing should be enabled.	
6	<b>Memory slots</b>	16 / 32 DDR4 DIMM slots RDIMMS & LR DIMMS supporting speeds at least 3200 MT/s.	
7	<b>Memory configured</b>	Configured with 8/4 nos. 16 / 32 GB RDIMM 3200/s (or 128 GB Equivalent), scalable to 1 TB.	
8	<b>Disks supported</b>	Front drive bays: Minimum 8x 3.5" SAS/SATA/SSD	
9	<b>RAID Controller</b>	12 Gbps PCIe 3.0 with RAID 1, 5, 6,10, 50 with at least 4 GB cache	
10	<b>Disks configured</b>	At least 2 nos. Of 240 GB flash drive/read intensive SSD-SATA / M.2 drives in mirrored configuration for OS.	
		2 nos. Of 1.6 TB SSD (or 3.2 TB Equivalent) for Caching	
		8 nos. 4 TB (or 32 TB Equivalent) 12Gbps 7.2K RPM NL-SAS/SAS drives for Capacity	
12	<b>Ethernet ports</b>	6 x 10G / 25G SFP+ populated with Multimode Transceivers.	
13	<b>FC ports (HBA)</b>	2 x 32Gbps FC ports with fully populated optical module from day one.	
14	<b>Software Support</b>	Should support Vmware, Vsphere & VSAN Enterprise Lic., RedHat cloud or Similar etc.	
15	<b>Certification and compliance</b>	Microsoft Windows Server, Hyper-V, VMWare, Red Hat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES) etc.	
16	<b>Power Supply</b>	Platinum rated redundant Power Supply in 1+1 from day one	
17	<b>Management integration</b>	Support for integration with Microsoft System Center, VMware vCenter, RedHat cloud etc.	
18	<b>Configuration &amp; Management</b>	System should support dedicated 1 Gbps management port and multiple interface through Web UI / CLI / XML API. Real-time out-of-band hardware performance monitoring & alerting.	

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
		Remote Power On, Off and reset from Web UI/ XML API / KVM. The management tool should be able to provide global resource pooling and policy management to enable policy based automation.	
		Zero-touch repository manager and self-updating firmware system.	
		The server should support industry standard management protocols like IPMI v2 and SNMP v3 and Redfish v1.01 or equivalent (iDRAC / iLO, CIMC / IPMI). The management software should participate in server provisioning, device discovery, inventory, diagnostics, monitoring, fault detection, auditing, and statistics collection. Server management system should provide an alert in case the system is not part of OEM Hardware Compatibility list & should provide anti counterfeit or equivalent and Server warranty status.	
		Server management software shall be able to provide central management for Servers running in Data Centre.	
19	<b>HTML5 support</b>	HTML5 support for virtual console & virtual media without using Java or ActiveX plugins	
20	<b>Server security</b>	Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks	
		Should protect against firmware which executes before the OS boots.	
		Should provide effective protection, reliable detection & rapid recovery using:	
		- Hardware Root of Trust	
		- Signed firmware updates	
21	<b>Additional</b>	Intrusion alert in case chassis cover being opened.	
		Material required for Installation and commissioning of Servers in Data center to be supplied by Bidder (Management Switches with HA, Patch cords, cable Management Arm, Rail Kit, transceivers, patch cable connectors etc.)	
		Installation, configuration and Management training to be provided by the OEM of supplied product.	
22	<b>Warranty</b>	3 years comprehensive OEM warranty and support	
23	<b>Training</b>	Installation, configuration and Management training to be provided by the OEM of supplied product.	

## 6.2 SOR-A, Item No. 2 (Virtualization Solution):

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
1	<b>SDDC</b>	For all the components of proposed software solution stack, licenses should be transferrable to hardware from any vendor in case of hardware EOL & EOS or nonavailability.	
2	<b>Log Management</b>	The solution should have log analytics available in one single management window to make troubleshooting easier. Should provide a single location to collect, store, and analyse unstructured data from OS, VMs, apps, servers, storage, network and security devices, containers, Kubernetes etc. at scale. Should provide intuitive dashboard and should allow IT teams to search for certain event patterns & types for troubleshooting.	
3	<b>Log Management</b>	The Solution should have Integrated log management and operation management, in order to better co-relate incidents happening and Should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations	
4	<b>Log Management</b>	Should be able to add all types of structured and unstructured log data, enabling administrators to troubleshoot quickly, without needing to know the data beforehand with long term Log retention and Log archival for future access.	
5	<b>Operations - Capacity Management</b>	The solution should provide automatic private cloud metering and consumption analysis.	
6	<b>Operations - Capacity Management</b>	Solution must provide cloud operations layer integrated with automation layer which provides proactive monitoring, alerts, management, capacity planning, performance management, troubleshooting workbench with compliance etc.	
7	<b>Operations - Capacity Management</b>	The solution should provide capacity optimization capabilities to identify over-provisioned & under-provisioned resources and provide recommendations, alerts and automated actions on right-sizing and resource consumption so they can be right-sized for adequate performance and avoid resource wastage. Should provide visibility of capacity and VMs which can be reclaimed and cost visibility of the reclaimed capacity and VMs.	
8	<b>Operations - Capacity Management</b>	Solution should provide monitoring and management of complete virtualized infrastructure with prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behaviour, upcoming problems, and opportunities for efficiency improvements.	
9	<b>Operations - Capacity Management</b>	The solution should provide out of the box capacity analytics and modelling, with granularity ranging from entire datacentre to cluster to individual host and virtual machine level.	

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
10	<b>Operations - Capacity Management</b>	Single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with alerts. Monitor, analyse virtual machines, server utilization availability with detailed predict analysis of what's-if Scenario hardware procurement, capacity planning, Capacity forecasting, performance graphs and greater visibility into object relationships. Metric collection intervals should be granular and the platform should have capability to analyse metrics data captured at 5 min intervals or lesser over extended period of time, so that capacity planning and troubleshooting will be effective.	
11	<b>Operations - Capacity Management</b>	The solution shall pre-emptively rebalance workloads in advance of upcoming demands and spikes, eliminating resource contention before it happens thus ensuring that workloads get the resources that they need at all times	
12	<b>Operations - Capacity Management</b>	The Solution should provide the health of the various relative subcomponents in a topology diagram which can be monitored and reported within the solution.	
13	<b>Operations - Capacity Management</b>	The solution should provide alert management on problem detection. Each notification should include a clear description of the problem and provides remediation actions needed to restore service, degradations or failures are aggregated and correlated to workload/ virtual domains to enable a clear view of the impact of any issue.	
14	<b>Operations - Capacity Management</b>	The solution should deliver a single interface for heterogeneous and highly scalable solution of both physical and virtual components with intuitive, actionable dashboards, sophisticated analytics and broad third-party extensibility, providing deep operational visibility and faster troubleshooting.	
15	<b>Operations - Capacity Management</b>	The solution should have the ability to provide information on aggregate and forecast capacity of the system both physical and virtual at any given time.	
16	<b>Operations - Capacity Management</b>	The solution should provide capability of generating reports for usage, performance, compliance, health, forecasting, capacity, cost optimization across Private Cloud.	
17	<b>Operations - Capacity Management</b>	The solution should provide capacity optimization capabilities to identify over-provisioned & under-provisioned resources and provide recommendations, alerts and automated actions on right-sizing and resource consumption so they can be right-sized for adequate performance and avoid resource wastage. Should provide visibility of capacity and VMs which can be reclaimed and cost visibility of the reclaimed capacity and VMs.	
18	<b>Operations - Capacity Management</b>	The solution should provide out of the box capacity analytics and modelling, with granularity ranging from entire datacentre to cluster to individual host and virtual machine level.	

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
19	<b>Operations - Capacity Management</b>	Single view of all virtual machines, allow Monitoring of system availability and performance and automated notifications with alerts. Monitor, analyse virtual machines, server utilization availability with detailed predict analysis of what's-if Scenario hardware procurement, capacity planning, Capacity forecasting, performance graphs and greater visibility into object relationships. Metric collection intervals should be granular and the platform should have capability to analyse metrics data captured at 5 min intervals or lesser over extended period of time, so that capacity planning and troubleshooting is effective.	
20	<b>Operations - Capacity Management</b>	The Solution should do analytics on capacity behaviour and should have capability of showing all under and over utilized VM's with their right sizing information on periodic basis.	
21	<b>Operations - Capacity Management</b>	The Solution should be capable of creating custom dashboard with reporting as per customer ease and requirements, Solution should be able to scan/search objects with advanced search option for faster access to require information for trouble shooting.	
22	<b>Operations - Capacity Management</b>	Dashboards must be available to allow different Department to control the behaviour and consumption of the services.	
23	<b>Operations - Capacity Management</b>	The solution must allow single management console to view the performance of the infrastructure and the blueprint designer without logging in to different URL.	
24	<b>Operations - Capacity Management</b>	The solution should provide resource reclamation functionality which identifies and reclaims inactive and abandoned resources by automating the decommissioning and reuse of retired resources. It should also provide reclamation savings reports which would enable organizations to quantify its cost savings	
25	<b>Operations - Capacity Management</b>	The solution shall provide ready to use templates to validate configuration standards on the Virtual Machines covering security best practices, vendor hardening guidelines and regulatory mandates such as PCI-DSS, FISMA, CIS, DISA and custom compliance policies to track & enforce compliance.	
26	<b>Operations - Capacity Management</b>	The solution should provide advanced trouble shooting capabilities leveraging AI/ML technologies which would provide troubleshooting evidence consisting of events, property changes and metric abnormalities. Should be able to trigger automated actions on event generation.	
27	<b>Operations - Capacity Management</b>	the Proposed Solution should be able to identified out of the box top 10 VM's basis on their high resource utilization (CPU/Mem/ Storage/ Network/ IOPS) in a single dashboard.	
28	<b>Operations - Capacity Management</b>	The Solution have capability for finding object anomalies from standard behaviours and report this before major bottleneck for solution.	

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
29	<b>Operations - Capacity Management</b>	Should have out of the box reporting features for current capacity usage, potential optimizations, physical resource availability, available headroom for expansion and system compliance to security/operational guidelines.	
30	<b>Operations - Capacity Management</b>	Should have capacity analytics which provide "What If" scenarios to identify the resource shortfall and do Capacity Planning for Future workload requirements.	
31	<b>Operations - Capacity Management</b>	Should have ability to perform agentless services discovery for known services running inside OS and monitoring their states.	
32	<b>Operations - Capacity Management</b>	The Solution should have Integrated log management and operation management, in order to better co-relate incidents happening and Should be able to perform Root Cause Analysis and correlation charts to detect deep issues with individual virtual machine, including Automated and Guided Remediations	
33	<b>Operations - Capacity Management</b>	The Solution should be able to extend the monitoring and management capability to hardware environments such as 3rd party compute and storage, without any customization.	
34	<b>Virtualization</b>	Solution should include compute Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS with features like proactive HA, DRS, replication, fault tolerance with continuous availability of VMs with zero downtime and zero data loss, hot add of CPU, memory, devices for windows as well as Linux VMs, VM level encryption, secure boot, uninterrupted service delivery within and across datacenter at geographical distance (<100ms latency), distributed virtual switch, kernel embedded network and storage virtualization technology.	
35	<b>Virtualization</b>	Live Virtual Machine migration between different generations of CPUs in the same cluster with and without the need for shared storage option. Should support Live Virtual Machine migration long distances from one site to another (up to 150 milliseconds round trip time) with no disruption to users or loss of services, eliminating the need to schedule application downtime or business downtime.	
36	<b>Virtualization</b>	Live migration of VM disk from one storage array to another without any VM downtime. Support this migration from one storage protocol to another e.g.: FC, NFS, iSCSI, DAS.	
37	<b>Virtualization</b>	Proactive High availability capability that utilizes server health information and migrates VMs from degraded hosts before problem occurs.	
38	<b>Virtualization</b>	Should support HA for migration of VMs in case one server fails all the Virtual machines running on that server shall be able to migrate to another physical server running same virtualization	

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
		software. Should support HA for VMs with a passthrough PCIe device or a NVIDIA vGPU.	
39	<b>Virtualization</b>	It should support affinity and anti-affinity rules to set constraints that restrict placement of a virtual machine to a subset of hosts in a cluster and to keep virtual machines paired or separated.	
40	<b>Virtualization</b>	No downtime, No data loss and continuous availability for the applications running in virtual machines in the event of physical host failure., without the cost and complexity of traditional hardware or software clustering solutions.	
41	<b>Virtualization</b>	Add CPU, Memory & devices to virtual machines on the fly when needed, without disruption or downtime of working VMs for both windows and Linux based VMs.	
42	<b>Virtualization</b>	Create a cluster out of multiple storage datastores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.	
43	<b>Virtualization</b>	Support for persistent memory, exposing it as block storage or as memory, to enhance performance for new as well as existing apps	
44	<b>Virtualization</b>	Should support features like DRS which run every minute and provides workload balancing.	
45	<b>Virtualization</b>	Should support network and storage QoS to ensure performance on per VM basis	
46	<b>Virtualization</b>	VM-level encryption with no modifications in guest OS to protects unauthorized data access both at-rest and live vmotion.	
47	<b>Virtualization</b>	Should support TPM 2.0 and secure boot which provides protection for both the hypervisor and guest operating system by ensuring images have not been tampered with and preventing loading of unauthorized components.	
48	<b>Virtualization</b>	Should provide a trust authority which creates a hardware root of trust with a trusted computing base using a small, separately managed cluster of hosts. These hosts take over the task of attestation and will be the ones that verify the other clusters to ensure that those systems meet the requirements for trust.	
49	<b>Virtualization</b>	Should support Intel Software Guard Extensions (SGX) which allows applications to work with hardware to create a secure enclave such that things like encryption key cannot be viewed by the guest OS or hypervisor.	
50	<b>Virtualization</b>	Should support Integration of 3rd party endpoint security to secure the virtual machines with offloaded antivirus, antimalware, firewall and hips solutions without the need for agents inside the virtual machines.	
51	<b>Virtualization</b>	Support boot from iSCSI, FCoE, and Fibre Channel SAN. Integration with Storage API's providing integration with supported third-party data protection, multi-pathing, and disk array solutions.	

SN	Item	Minimum Requirement / Specifications	Compliance (Yes/No)
52	<b>Virtualization</b>	Should provide a centralized virtual switch which span across a virtual datacentre and multiple hosts should be able to connect to it. This should simplify and enhance virtual-machine networking in virtualized environments.	
53	<b>Virtualization</b>	In-built enhanced host-level packet capture tool which will provide functionalities like SPAN, RSPAN, ERSPAN and will capture traffic at uplink, virtual switch port and virtual NIC level. It should also be able to capture dropped packets and trace the path of a packet with time stamp details.	
54	<b>Virtualization</b>	Should provide restful APIs which can be consumed with any automation tool like Puppet, Chef, Ansible.	
55	<b>Virtualization</b>	Provide Efficient array-agnostic replication of virtual machine data over the LAN or WAN. This Replication should simplify management enabling replication at the virtual machine level and enabling RPOs as low as 15 minutes.	
56	<b>Container Platform</b>	Solution should provide Kubernetes in the control plane of hypervisor for unified control of compute, network and storage resources to run both containers/native pods and virtual machines on the same platform	
57	<b>Container Platform</b>	It should provide unified visibility for VMs, Kubernetes clusters, containers from virtualization console for consistent view between Dev and Ops in virtualization platform. Centralized UI should support namespaces management with dedicated memory, CPU, and storage for each Application workload Kubernetes cluster.	
58	<b>Support</b>	All the private cloud components such as Hypervisor, Software defined storage, Software defined network and security , Operations Monitoring,Log Management ,LCM, Automation with self service portal,and Enterprise grade Container solution should be provided from same OEM.	

### 6.3 SOR-A, Item No. 3 (Hyper Converged Infrastructure):

SN	Minimum Technical Specification Required	Compliance (Yes/No)
1	HCI solution should be Enterprise class.	
2	HCI solution should support for hosting their SDS (Software Define Storage) component with choice of servers hardware available from leading OEM's (at least 3).	
3	<b>HCI Compute Nodes:</b> Solution must be proposed with at least 320 physical cores (2.4Ghz) in 5 nos of HCI Appliance or Higher. 5 TB total usable memory. 76 TB SAS SSD and 240 TB SAS usable storage without considering any deduplication, compression, erasure coding or any saving techniques benefits. Complete solution must be proposed with one node failure. should be delivered the 40000 or more IOPS per node with 8Kb Block size. Offered HCI Solution should have license for DR automation and replication license for 125 & more VMs from day1.	

SN	Minimum Technical Specification Required	Compliance (Yes/No)
4	Supplied hypervisor must have all the enterprise functionalities like HA, DRS (Distributed Resource Scheduler) and vMotion etc.	
5	HCI solution should support more than one hypervisor with cloud native integration (Container)/Open stack	
6	HCI solution should support NVMe, SSD, SAS & NLSAS disks without compromising any of enterprises storage efficiency provided by stack	
7	HCI solution must provide on the fly change of ESE (Enterprise Storage Efficiency) - Deduplication/Compression for workload without any visible impact on storage and their operations	
8	HCI solution should support security compliance for at least three or more industry certification (CCC-Common Criteria Certified, FIPS- 140-2, ISO-27000(ISMS), NIST Guideline for Standard security template (PCI-DSS)/HIPAA etc.	
9	HCI solution should support leveraging external physical servers access to HCI storage using native ISCSI with highly available connectivity using HCI native load balanced and distributed data architecture across all nodes in cluster.	
10	HCI solution should support WAN Bandwidth optimizer along with defined schedule across two sites and only increment data should be replicated post one time data sync.	
11	HCI Solution should support one view for physical and virtual network along with their real time usages and configuration	
12	HCI solution should support natively Microsoft and Linux based Guest VM's Clustering using block storage.	
13	Solution should support native file storage supporting NFS v3/v4 and SMB 2.0/3.0 for Linux and Windows Guest with unlimited shares integrated with Active directory/LDAP.	
14	HCI solution should provide all key operation management and performance management from a single console for Hardware/Storage/Hypervisor and VM 's management.	
15	Each HCI node must come with dual socket CPU, RAM, and storage capacity disks within the node itself & no resources should be provisioned outside of HCI Nodes.	
16	Hypervisor software must provide Data at rest encryption with Native KMS which protects unauthorized data access.	
	<b>App level security - Virtual firewall</b>	
1	Solution should provide Virtual Network visibility with application-centric protection from network threats and automation of common networking operations.	
2	Solution should integrate with 3rd party physical network & security solutions (or their managers) from leading OEMs using programmable REST APIs/OpenFlow/Netconf/Device packages to provide integration with proposed Spine-Leaf switches and existing Perimeter devices (network & Security).	
3	Solution should provide network micro segmentation using integration with existing stateful virtual firewall.	
4	The solution should provide this micro segmentation management using the existing HCI management platform.	
5	Solution should provide creation of security groups and security policies/rules based on parameters like virtual machine name/OS type/IP addresses/Security Tags etc.	
6	Solution should provide granular control and governance across VM- to-VM traffic or VMs pre-defined Group/Department.	

SN	Minimum Technical Specification Required	Compliance (Yes/No)
7	Solution should Support for layer-2 VLAN for networking and integrated VM IP's Management capabilities.	
8	Solution must ensure that only permitted traffic between application tiers or other logical boundaries is allowed and protects against advanced threats propagating within the virtual environment.	
9	Solution should support VM's life cycle policy-based firewall rules for east west traffic across VM's through one management console without any third party software.	
10	Solution should integrate with third party network function software like virtual load balancers, virtual firewall etc.	
11	Solution should have zero trust policy model for connected systems or hosts.	
12	Solution should support traffic flows visualization with context of end-to-end Network Visibility. from the VM, to the virtual NIC all the way to the top-of-rack switch port with health and performance of the network.	
13	Solution should provide network analysis solution to collect and analyze network flows in real time and put them in the context of the VMs and applications which are originating from or terminating to. Users should easily understand who is talking to whom and what flows need to be allowed or blocked.	
14	Solution should integrate (send, receive events, alerts to & from) with existing Network and Security monitoring tools like Network Management System (NMS), SIEM etc.	
15	Solution should integrate with SMTP for sending appropriate email related to different type of events/alerts for the cluster environment.	
16	3 Years comprehensive warranty and Support for both hardware and software to be provided.	
17	Training: OEM shall provide adequate training on Managing, O&M of the HCI infrastructure.	
18	Support for external 3rd party SAN storage for ease of migration from SAN environment to HCI.	

## 7. Data Center Service Requirements:

Bidder shall be responsible for the following Data Center Services.

- i. Supply, Installation, Configuration, performance Tuning & Integration, Performance Testing, Acceptance Testing, Commissioning and Training of the supplied hardware, Software, network equipment and network software as per Schedule of Requirements.
- ii. Bidder should have backend tie-ups with the respective OEMs to provide required technical support for the supplied Hardware, Software, Network equipment and Network for their installation, Configuration, fine-tuning, integration with existing components and commissioning to Meet the functional requirements.

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**CHAPTER-3-B****INSPECTION AND INSTALLATION, TESTING & COMMISSIONING****1. TESTS AND MEASUREMENTS**

All equipment's shall be subjected to tests as per technical specification and requirement specified in Chapter-3, Part-A, at manufacturer facility/premises and a test report for each equipment duly signed by the testing authority and accepted by suitable authority shall be submitted along with the equipment.

**1.1 TEST CATEGORIES**

1.1.1 The following tests shall be conducted for acceptance of the equipment and the system before final acceptance of the system.

- i) Factory Acceptance Testing (FAT)
- ii) Pre-commissioning test (after installation) for total integrated system.
- iii) Site Acceptance Testing (SAT)
- i) Trial Run / Field Trials.

Under exceptional circumstance, if it is not feasible to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of certified manufacturer test report. In that case preliminary inspection of the equipment shall be arranged by the vendor at a suitable facility within India and detail inspection at site as per mutually agreed testing procedure. Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel.

1.1.2 These tests shall be carried out on all equipment supplied by tenderer including those supplied by sub-vendors, if any. Tenderer shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

1.1.3 All technical personnel assigned by Tenderer shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere or be interfered by other concurrent testing, construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by Purchaser/Engineer.

1.1.4 Test Plan: The Contractor shall submit to Purchaser 'Test Plans' well in advance of commencement of actual testing in each of the above-mentioned test categories. The plans shall include:

1.1.4.1 System/Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.

1.1.4.2 Test procedures (including time schedule for the tests) and identification of test inputs details and desired/expected test results

1.1.5 Test Report: The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by Tenderer. The Test Reports shall be given for each equipment/item and system as a whole. The report shall contain the following information to a minimum:

1.1.5.1 Test results

1.1.5.2 Comparison of test results and anticipated/expected (as per specifications) test result as given in test plans and reasons for deviations, if any.

1.1.5.3 The data furnished shall prove convincingly that:

- a. The system meets the Guaranteed Performance objectives
- b. Mechanical and Electrical limits were not exceeded.
- c. Failure profile of the equipment during the tests are well within the specified limits.

#### **1.1.6 Failure of Cards/Components:**

Till the system is accepted by the Purchaser, a log of each and every failure of cards/components shall be maintained. It shall give the date and time of failure, description of failed component/ card with serial no., lot no. etc., circuit, module, component designation, effect of failure of component on the system/ equipment, cause of failure, date and time of repair, mean time to repair etc. Repair/modification done at any point of time at one site shall be carried out by Tenderer at all the sites. Detailed documentation for the same shall be submitted to Purchaser for future reference.

If the malfunction and/or failures of a unit/module/sub-system/equipment repeat during the test, the test shall be terminated and Tenderer shall replace the necessary component or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start.

If after the replacement the equipment still fails to meet the specification, Tenderer shall replace the equipment with a new one and tests shall begin all over again. If a unit/ subsystem/module have failed during the test, the test shall be suspended and restarted all over again only after the Tenderer has placed the Equipment back into acceptable operation. Purchaser's approval shall be obtained for any allowable logical time required to replace the failed component/unit/module/sub-system.

#### **1.1.7 Re-adjustments:**

No adjustments shall be made to any equipment/cards during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, Tenderer shall carry out only those readjustment needed to ready the equipment/system for continuance of tests. A log of all such adjustments shall be kept giving date and time, equipment, module, circuit, adjustments, reasons, test result before and after adjustment etc. Fresh acceptance tests shall be conducted after the readjustments have been completed.

### **1.2 FACTORY ACCEPTANCE TESTING (FAT)**

Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per bid requirements and review of Pre-Factory acceptance results & shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are offered. The factory acceptance testing shall be conducted in the presence of the Purchaser/Engineer. The tests shall be carried out on all equipment/items including those supplied by Sub-vendors and factory acceptance certificates shall be issued. The factory tests shall include but not be limited to:

#### **1.2.1 Equipment Testing:**

- 1.2.1.1 Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- 1.2.1.2 Electrical checks including internal wiring, external connections to other equipment etc.
- 1.2.1.3 Check for assuring compliance with standards mentioned in the specifications.
- 1.2.1.4 Individual check on each/module/sub-assembly in accordance with the modes and diagnostics programs of the Tenderer.
- 1.2.1.5 Checks on power consumption and heat dissipation characteristics of various equipment.

- 1.2.1.6 Environment testing and other laid down tests in Type Tests plan of the specification of the equipment.
- 1.2.1.7 Functional testing.
- 1.2.1.8 Any other test not included in FAT document but relevant to the project as desired by the Purchaser/Engineer at the time of factory acceptance testing.

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

Under exceptional circumstance, if it is not feasible to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of certified manufacturer test report. In that case preliminary inspection of the equipment shall be arranged by the vendor at a suitable facility within India and detail inspection at site as per mutually agreed testing procedure. Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel.

## **1.2.2 System Integration Testing**

Functional and performance test should be conducted for the complete system/ all major equipment constituting the system (including the equipment supplied by sub-vendors, as applicable) simulating the complete network with appropriate network elements. All equipment shall be connected using the same cables (interfaces/components) as will be used during final installation so that the system can be tested in its final configuration. This testing shall be conducted at the manufacturing facility of the main equipment.

## **1.3 INSTALLATION:**

After successful completion of Factory Acceptance Test or acceptance report of equipment on the basis of certified manufacturer test report, equipment shall be sent to site for installation.

All equipment shall be checked for completeness as per the specifications of equipment required for a particular station. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entire satisfaction of the RailTel.

If during installation and commissioning any repairs are undertaken, the maintenance spares supplied with equipment shall not be used for the repair. Tenderer shall arrange his own spare parts for such activities till such time the system has been finally accepted by the Purchaser. A detailed report & log of all such repairs shall be made available by the Tenderer to Purchaser/Engineer and shall include cause of faults and repair details, within two weeks of fault occurrence.

Tenderer shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, inter-bay and inter-equipment cables, power/earthing cables, connectors, anchoring bolts, nuts, screws, washers etc. as needed.

The bidder has to ensure that installation of equipment shall be done as to present neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays. No cable shall be visible. Equipment installed at one of the site shall be made as

model site and Tenderer shall take approval from Purchaser/engineer on various aspects etc.

#### 1.4 PRE-COMMISSIONING

On completion of installation of equipment, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the Tenderer on his own.

A list of Pre-Commissioning tests (same as approved by the Purchaser/Engineer for Site Acceptance Testing) and activities shall be prepared by Tenderer and the test shall be carried out by the Tenderer on his own. After the tests have been conducted to the Tenderer own satisfaction, the Tenderer shall provide the test results for review by Purchaser/Engineer and then offer the system for Site Acceptance Testing.

During pre-commissioning, if any fault occurs to any equipment or system, Tenderer shall identify the same and provide report/history of all faults to the Purchaser.

Tenderer shall ensure that the spares meant for operation and maintenance are not used during installation and commissioning.

#### 1.5 SITE ACCEPTANCE TESTING (SAT)

On completion of Pre-commissioning, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the Tenderer under the presence of Purchaser/Engineer.

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

- 1.5.1 Checks for proper installation as per the approved installation drawings for each equipment/item and system as a whole.
- 1.5.2 Guaranteed performance specifications of individual equipment/item.
- 1.5.3 Self-diagnostics test on individual equipment.
- 1.5.4 Tests on metering and alarm panels
- 1.5.5 Tests on remote alarm transmission and reception
- 1.5.6 System tests on per hop basis and END TO END for the ring/link, all complete.

#### 1.6 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

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

#### 1.7 TRIAL RUN/FIELD TRIALS

Upon conclusion of the site acceptance testing, the Tenderer shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period Tenderer shall provide all specialist Engineers & Technicians including experts at the NMS to maintain the total log, incidents, failures & for assisting site engineer & for total co-ordination. However, the normal operation and maintenance of the system shall be performed by the personnel of the Purchaser trained for the purpose.

If during 'TRIAL RUN/FIELD TRIALS' any defect is noted in the system, the Tenderer shall rectify, replace the same to the satisfaction of Purchaser/Engineer. The decision to

repeat the final test or restart the 'Trial / Field Trials' shall be of Purchaser/Engineer depending upon the severity of the defect.

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

Ideally, during the 'TRIAL RUN / FIELD TRIALS', no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept for each manned/unmanned station and the availability of the system on per hop and end to End basis shall be calculated, accordingly and results submitted to Purchaser/engineer. If the system fails to come up to the guaranteed performance, the Tenderer, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the Tenderer. In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages. If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser shall be free to take any action as he deems fit against the Tenderer and to bring the system to the guaranteed performance with the help of third party at the expense of the Tenderer.

## 1.8 FINAL ACCEPTANCE CERTIFICATE (FAC)

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of PAC provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate against the contract shall be issued by **Contract Management Authority i.e. GM/ITP/CO**. 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.

## 1.9 QUALITY ASSURANCE

- 1.9.1 Tenderer shall submit the details of Quality Assurance program followed by them beginning with raw materials, active, passive and fabricated components, units, sub-assemblies, assemblies, wiring, interconnections, structures etc. to finished product. Tenderer shall obtain and forward the Quality Assurance Program for equipment supplied by Sub-vendor, if any.
- 1.9.2 The Purchaser/engineer reserves the right to inspect and test each equipment at all stages of production and commissioning of the system. The inspection and testing shall include but not be limited to raw materials. Components, sub-assemblies, prototypes, production units, guaranteed performance specifications etc.
- 1.9.3 For inspection and testing, Tenderer shall arrange all that is required e.g. quality assurance personnel, space, test instruments etc. for successful carrying out of the testing by the Purchaser/Engineer, at Tenderer cost, at the Manufacturer's works/tenderer premises/site.
- 1.9.4 Purchaser/Engineer shall have free entry and access to any and all parts of the Manufacturer's facilities associated with manufacturing and testing of the system at any given time.
- 1.9.5 It shall be explicitly understood that under no circumstances shall any approval of the Purchaser/Engineer relieve the Tenderer of his responsibility for material,

design, quality assurance and the guaranteed performance of the system and its constituents.

- 1.9.6 Tenderer shall invite the Purchaser/Engineer, at least 7 days in advance, of the date at which system shall be ready for Inspection and Testing. All relevant documents and manuals approved Engineering drawings etc. shall be available with the Purchaser/Engineer well in advance of the start of Inspection and Testing.
- 1.9.7 Purchaser or his representative shall, after completion of inspection and testing to their satisfaction, issue factory acceptance certificates to release the equipment for shipment. No equipment shall be shipped under any circumstances unless a factory acceptance certificate has been issued for it, unless agreed otherwise by Purchaser/Engineer.

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**CHAPTER-3-C****TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES****1. TRAINING**

Tenderer shall train personnel of Purchaser/engineer in all aspects of offered system.

The training course shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are manufactured/ offered or in India if the firm can arrange full-fledged training facilities in case their manufacturing facilities are located outside India.

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

Tenderer offer excludes costs of transportation, lodging and boarding of the trainees which shall be arranged by the Purchaser.

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

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

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

**2. VENDOR DATA REQUIREMENT AND DOCUMENTATION**

One set of Documentation shall be supplied with each system. In addition, 12 more sets of full documents shall be supplied. All documents and manuals shall be in English language only.

The following documents for the complete system shall be supplied and approved by Purchaser/Engineer in order to start inspection:

- a. System description, System configuration diagram & Connectivity diagram
- b. Detail technical manual of each type of equipment
- c. Equipment interconnection diagram including details of various interfaces, signaling protocols used at each stage.
- d. Layout of equipment and space requirements for each station.
- e. Installation manual including installation procedure and commissioning.
- f. Supervisory configuration, alarm list, operator interface etc.
- g. Maintenance manual of each type of equipment containing:
- h. Preventive maintenance procedures.
- i. Trouble shooting/repairs procedures including failure analysis shall provide exhaustive information about repairs including but not limited to removal, reinsertion

of components and cards, repairs, adjustments, tuning, calibration, tools required for a particular operation, test points, including turnaround time for repair and the details of the maintenance support service center to be furnished in the bid and all other maintenance related details.

- ii. Expansion possibilities of the system without causing deterioration in the system performance.
- iii. Any other data, document not specifically mentioned, but required for the satisfactory testing, installation and commissioning, operation and maintenance of the system shall be provided.
- iv. Documents to be supplied after trial runs but before System commissioning (Acceptance of the System by Purchaser/Engineer).

**3. DESIGN GUIDELINES**

- i) Equipment shall conform to the similar housing standards and shall preferably be integrated in one 19"/21" rack.
- ii) All equipment shall have sufficient number of alarms and supervisory indications and shall be provided with self-diagnostic facilities. All alarms and monitoring & diagnostic facilities shall be built-in & shall be displayed on the front panel of the equipment for ease of maintenance. It shall be possible to transmit these indications, parameters to the control station /NMS on real time basis.
- iii) The healthy/unhealthy condition of the units shall be displayed by different color LEDs/Lamps.
- iv) For important switches, the maintenance personnel shall provide controls on the front panel with suitable safeguard to avoid accidental operation. Manual changeover should be performed by more than one sequential operating procedure to avoid accidental operation.
- v) All equipment shall be immune to EMI; RFI interference generated by any nearby source & shall meet the latest international standards in this regard.
- vi) The equipment shall be capable of functioning with minimum maintenance and shall be preferred to have no requirement of any preventive maintenance.
- vii) All patch cords shall be provided with connectors matching to the cable used and shall have identification markings.
- viii) All sub-assemblies or modules, switches and controls and the circuit components shall be so mounted as to permit their replacement without appreciable disturbance to other components.
- ix) If the vendor is not using distributed power supply system on individual module basis then the Power supply cards shall be duplicated (1+1). However, one standalone power supply card shall be able to run the system for its entire lifetime.
- x) All equipment sub racks, housings shall be provided with antistatic wristbands, if required for safe handling of Cards.
- xi) The equipment should have modular design and should be configurable in number of operational modes to perform complex and different network functions without need of any additional software.

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**CHAPTER 4****COMMERCIAL TERMS & CONDITIONS****1. Offer letter and Validity of offer**

- 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.
- 1.2. The offer should remain valid for a minimum period of 90 Days from the date of opening of tender as indicated in Bid Data Sheet (BDS) Chapter 5.

**2. Warranty**

- 2.1. The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter 5. 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.
- 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 of 30 days, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects
- 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.

**2.4. Warranty Support**

- 2.4.1. Material for repair during Warranty Period shall be handed over /taken over to contractors engineer at RailTel Data Center Gurgaon/Secunderabad.
- 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.
- 2.4.3. During the free warranty maintenance period contractor should stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free the same also will have to be done by the contractor at no cost to RailTel as to make good all the deficiencies.

**2.4.4. Replacement Services**

**a) For Hardware:**

In case of hardware failure, the replacement must be given in next business day. If the bidder fails to replace as per below mentioned duration, the following penalties will be imposed subjected to maximum penalties up to 10% of the cost of total PO/LOA value.

Equipment	Duration of repair	Deduction/Penalties
Any Modules or accessories	More than 1 days and up to 7 days	2% of the cost of equipment.
Any Modules or accessories	More than 7 days and up to 15 days	10% of the cost of equipment.
Any Modules or accessories	More than 16 days and up to 30 days	25% of the cost of equipment.
Any Modules or accessories	More than 30 days	100% of the cost of equipment.

**b) For Software/ License/ Support/ Subscription:**

Equipment	Duration of repair	Deduction/Penalties
Disruption of Any Software or License or Support or Subscription	More than 1 days and up to 7 days	2% of the cost of product.
	More than 7 days and up to 15 days	10% of the cost of product.
	More than 16 days and up to 30 days	25% of the cost of product.
	More than 30 days	100% of the cost of product.

**Note:**

- i. OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.
- ii. The above replacement services will be applicable during warranty and AMC period.

**2.4.5.** After the proposed network is commissioned and placed in service and after Provisional Acceptance Certificate (PAC) is issued, the contractor shall be responsible for proper OEM support of the supplied solutions at free of cost for complete contract period from the Successful commissioning of the supplied solutions.

**3. Long Term Maintenance Support**

- 3.1.** Bidder shall provide maintenance support for a minimum period of 3 years after successful completion of warranty obligations. This period of AMC may be extended further 2 more years based on mutual consent. 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/upgrades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 2 above (Warranty) of tender document & its sub clauses will be applicable.
- 3.2.** Bidder shall be paid @ 5% (minimum) of supply cost (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 quotes higher than 5%, he will be paid at his quoted rate per annum. Total AMC cost for three years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 03 years after completion of warranty. This period of 03 years may be extended further for 02 more years on same rates and terms & conditions on mutual consent.

In case a bidder quotes AMC rates lower than 5% and if the bidder wins the contract, his cost against supply items will 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.

- 3.3. 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 RailTel DC Team representative.
- 3.4. Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are as per tender document.
- 3.5. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in term of contract, these would be paid to it/him as per the contract terms".
- 3.6. The RailTel will issue LOA of AMC with Supply and I&C LOA to contractor. The PBG submitted by the contractor to include both Supply, I&C (SOR-A) and AMC (SOR-B) items. The contractor will be required to confirm and submit that the AMC has been bought from the OEM for AMC period.

**Note:** The acceptance of the above clauses is mandatory and specific acceptance from bidder/OEM is required to be enclosed as per Form no. 8 (**Performa for Long term maintenance support**) given below. Any deviation / non acceptance may lead to rejection of the bid.

#### 4. Delivery Period

The materials as per SOR are required to be delivered within period as indicated in Bid Data Sheet (BDS, Chapter 5) to the site /transported to different locations which will be provided by RailTel to the successful bidder.

#### 5. Payment Terms

- 5.1. Payment shall be made in Indian Currency (Rs.) 75% payment of the value of the supply items would be made on receipt of material by the consignee (at site / the stores) 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) Tax Invoice (GST)
  - ii) Delivery Challan/e-way bill.
  - iii) Packing list.
  - iv) Factory Test Report/Certified manufacturer Test Report
  - v) Purchaser's Inspection certificate
  - vi) Consignee receipt
  - vii) Warranty certificate of OEM
  - viii) Insurance certificate
  - ix) Certificates duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.

- 5.2. 15% payment of the value of Supply items of the PO shall be made by RailTel on successfully Installation & Commissioning at site based on SAT Report issued by RailTel DC Team, 5% payment of value of Supply items of the PO on issue of Provisional Acceptance Certificate (PAC) and the last 5% payment of the value of Supply items of the PO shall be made by RailTel on issue of Final Acceptance Certificate (FAC) which will be issued by **Contract Management Authority i.e. GM/ITP/CO**.
- 5.3. 20% payment of value of supply items of the PO which could not be installed and commissioned within 120 days for any reason will be made after PAC with approval of **Contract Management Authority i.e. GM/ITP/CO** and remaining 5% on issue of FAC as per clause 5.2.
- 5.4. RailTel shall make payments after the submission of invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is Corporate Office. All Bills shall be submitted to the **Sr. DGM/ITP/CO** for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

## 6. Performance Bank Guarantee (Security Deposit):

- 6.1. The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10 % of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract. PBG claim period should also be till 1 year after PBG Validity.
- 6.2. The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 6.3. The Performance Bank Guarantee (security deposit) will bear no interest.
- 6.4. This PBG would be released after satisfactory completion of contract including warranty and AMC period plus 4 months.
- 6.5. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 6.6. The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the contractor. .
- 6.7. A Performance Bank Guarantee (PBG) shall be furnished within 30 (thirty) days of issue of LOA/PO and it should be valid for a period of 40 months initially and shall be renewed on annual basis. PBG shall remain valid for a period of 4 months beyond the date of completion of all contractual obligations of the Bidder including warranty and AMC obligations.

## 7. Taxes & Duties:

- 7.1. The price quoted in the offer should be firm, fixed indicating the break up and inclusive of all taxes and duties like import, custom, anti-dumping, CGST, IGST, SGST, UTGST

etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

- 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.
- 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 filled under GST act.
- 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.
- 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.
- 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/UTGST along with respective HSN/SAC code under GST law (Including tax under reverse charges payable by the recipient).
- 7.7.** Wherever the law makes it statutory for the purchaser do deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 7.8.** The imposition of any new tax and/or increase/ in the aforesaid taxes, duties, levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of no payment/default payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to states/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.
- 7.9.** In case of imported equipment:  
Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to custom Authority by RailTel.
- 7.10.** 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, UTGST, freight, Insurance and any other charges or cost quoted by the tenderer, including GST payable on reverse charge by RailTel, whenever applicable.
- 7.11.** In regard to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.

## **8. Insurance**

- 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 PAC by RailTel. Insurance policy has to be kept valid by the contractor till issue of PAC by RailTel.

- 8.2. The Contractor should ensure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.
- 8.3. It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favor of RailTel. The 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.

## 9. Liquidated Damages

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent (including elements of taxes, duties, freight, etc.) per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order 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.

## 10. Transportation

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

## 11. Statutory Deduction

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

## 12. Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified tenderer has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria shall be summarily rejected.

### 12.1. Eligibility Criteria for Bidder:

- 12.1.1. **Bidder** – The Bidder participated in the tender may be a sole Bidder / OEM / JV / Consortium.

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	<p>The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years.</p> <p>OR</p> <p>The bids from Consortium/ Joint Venture entity are also allowed.</p>	<p>Certificate of Incorporation / Registration</p> <p>or</p> <p>Memorandum of Association (MoA)</p> <p>In case of JV / Consortium Agreement for Consortium/ Joint Venture.</p>
2.	Financial Capability	<p>The bidder should have received a minimum cumulative contract amount of <b>Rs. 9.46 Cr.</b> from the operations in the last three financial years plus current year up to the date of opening of tender.</p> <p>i) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount.</p>	<p>Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>
3.	Technical Capability	<p>The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>One similar work# each costing not less than the amount <b>Rs. 3.79 Cr,</b> or Two similar works# each costing not less than the amount <b>Rs. 2.52 Cr.,</b> or Three similar works# each costing not less than the amount <b>Rs. 1.89 Cr.</b></p> <p>For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender:</p> <p>Single order of similar work# for an amount <b>Rs. 2.21 Cr.,</b> or Two orders of similar work# for an amount <b>Rs. 1.26 Cr.,</b> or Three orders of similar work# for an amount <b>Rs. 0.95 Cr.</b></p> <p>Note:</p>	<p>Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</p> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>Past Experience details to be attached with Bid.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p>Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or sub-contractor, only the bidder's share, by value, shall be considered to meet this requirement.</p> <p># Similar Work: Projects of Supply, installation and commissioning of Data Center Hardware/Software Solution items in Government / PSUs / Telecom Service Providers network/ISP Network/ Public listed company^.</p> <p>Note: ^ - Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	
4.	No Black Listing	The bidder (in case of consortium/JV, all members) including Sub contractors should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service 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.	Bidder Type	The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.	Undertaking to be submitted by the Bidder
6.	MAF	Bidder should have authorization specific to this tender from respective OEM as per Form no. 5 of Chapter-6.	MAF as per Form no.5 of Chapter-6.

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
7.	Intellectual Property Rights of Hardware and Source Code of Software	The bidder shall ensure that the Intellectual Property Rights of Hardware and Source Code of Software supplied under this project must not reside in any Country that shares a Land Border with India.	Self-Declaration by the Bidder on Company's letter head.

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

**Note:**

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

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

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

## 12.2. Eligibility Criteria Requirements for OEM's:

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

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	<p>The Equipment offered by the OEM or equipment/software of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers/ Public Listed Company for at least 12 months as on date of opening of tender, in India or Abroad.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	<p>Satisfactory Working certificate from <b>End User</b> clearly mentioning the make &amp; model number of the offered Hardware.</p> <p>Or</p> <p>OEM should submit self-certificate for Satisfactory Working with proper contact detail of End User where hardware / software deployed (PO No., Issued Date, Purchaser Organization Details- Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.)</p> <p>An undertaking by the OEM has to be submitted in support, in case issued satisfactory working certificate is the immediate predecessor of same series/family of the offered Hardware.</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
2.	<p>OEM should have supplied the equipment offered or equipment/software of the same series/family at least of <b>Rs. 2.21 Cr.</b> during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening date of bid to Government/PSUs /Telecom Service Providers / Public Listed Company in India or Abroad or 35% of their offered equipment cost by respective OEM against SOR.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange <i>or any global stock exchange</i>, incorporated / registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>Note: For Startups*(recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.</p>	<p>OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of purchaser Organization - Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The self-certificate by OEM shall mention that the supplied equipment's/software are of same series/family or its immediate predecessor.</p> <p>RailTel reserves the right to verify PO reference and amount supplied from Purchaser Organization. POs issued in the name of System Integrator are also acceptable.</p> <p>For required amount, multiple POs in favour of OEM's System Integrators are also acceptable.</p>
3.	<p>Undertaking by OEM on their respective letter Heads -</p> <p>a) OEM should have proven facilities for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have service facilities in India also (Point-A of form no. 7).</p> <p>b) OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-B of form no. 7).</p> <p>c) Hardware and Software supplied by OEM should not have any malicious code (Point-C of form no. 7).</p> <p>d) The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India.</p> <p>Note: OEM's from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT as per Clause 21 of Chapter-4. (Point-D of form no. 7)</p>	<p>Self- Declaration by the OEMs on Company's letter head for Point- A, B, C &amp; D of Form no. 7 (Chapter-6).</p>

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

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

### 12.3. RailTel reserves the right: -

- a) To verify, if so desired, the correctness of documentary evidence furnished by the tenderer.
- b) To verify the successful operation and performance of qualifying projects and tenderer shall arrange permission for the same.
- c) To carry out capability assessment of the bidder(s) including referral to in-house information.
- d) RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to accept/reject any or all tenders without assigning any reason.

## 13. System Performance Guarantee

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

**13.2.** 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.

## 14. Evaluation of Offer:

**14.1.** For the purpose of relative ranking of offers, all-inclusive value for entire supply, supervision of installation, testing & commissioning and warranty period support and training shall be taken into account.

**14.2.** 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.

**14.3.** The tenderer should make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel.

**14.4.** The bidders should quote for all items & the offer will be evaluated in totality (Total Cost including Tax). 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-3A**.

## 15. Security Considerations & Security Agreement

**15.1.** While evaluating the tender, regards would be paid to National Defence and Security considerations.

- 15.2.** 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 template agreement between Telecom Service Provider and the vendor of equipment, product and services (available on DoT website). The tenderer must submit a declaration along with their bid.
- 15.3.** The Network is being provided primarily to meet the requirement of Indian Railways. Accordingly, the network shall take into consideration the National Security requirement and National Security aspects indicated by the Indian Railways-

## **16. Purchaser's Right to Vary Quantities and Rate Contract**

### **16.1. Purchaser's Right to Vary Quantities**

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order 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. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

### **16.2 Rate Contract Terms**

16.2.1 RailTel would also 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 PAC and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment & Cards detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for these SOR items, however, there is no guaranteed off take against this Rate Contract.

16.2.2 A standing Performance Bank Guarantee of Rs. 05 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, installation, commissioning the equipment/solution against these Sub Purchase Orders within 120 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 10% of the value (rounded off to nearest Thousands of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub P.O. 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.

16.2.3 Extension of time for submission of PBG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA/ Sub PO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30(thirty) days, i.e. 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA/ Sub PO, the contract shall be terminated duly forfeiting other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-

tender of the work. Performance Bank Guarantee/ Standing Bank Guarantee will bear no interest. The payment conditions against Rate Contract will be as under:

16.2.4 Payment term for RC items will be same as per the payment term mentioned in clause No. 5 of this tender.

**17. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid**

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.

**18. Execution of Purchase Order**

**18.1.** The successful bidder has to submit the copy of the Purchase order duly signed on each page including Annexures & will submit the Performance Bank Guarantee as per Clause no. 6 for due fulfillment of the PO.

**18.2.** If the successful bidder fails to submit the accepted copy of PO and required PBG within 30 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. The Tenderer shall also submit the inspection plan, Implementation plan etc. within 30 days period.

**18.3.** In the event of any tenderer, whose tender is accepted, refuses to execute the PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order 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.

**19. 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.

**20. Earnest Money Deposit (EMD)/ Bid Security**

**20.1.** The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money through e-nivida Portal.

**20.2.** 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 and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.

**20.3.** Offers not accompanied with Earnest Money shall be summarily rejected.

**20.4.** 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.

**20.5.** The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 6.

**20.6.** Earnest Money will bear no interest.

**21. Preference to make in India:**

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

**21.1. Local Content:**

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.
- iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of "Local Content" and "Imported Content" for each SOR item as per DPIIT's PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.
- v. Self-certification of bidder as above shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. "We \_\_\_\_\_ the statutory auditor of M/s.\_\_\_\_ (name of the bidder) hereby certify that M/s. \_\_\_\_\_ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. \_\_\_% (to be filled by the work center) quoted vide offer No. \_\_\_\_\_ dated \_\_\_ against RAILTEL tender No. \_\_\_\_\_ by M/s. \_\_\_\_\_ (Name of the bidder).

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

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

## 21.2. Bidders sharing a land border with India:

Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per point D of Form No. 07 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

## 22. Offer/ Bid Prices

- 22.1. 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 or in any major foreign currency for the imported items (FOR/CIP destination).
- 22.2. The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 22.3. 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.
- 22.4. Fall Clause: - The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of purchase order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

## 23. Clause wise Compliance

Clause wise compliance statement of the Technical Specifications (Chapter 3) and Commercial Terms & Conditions (Chapter 4) shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

## 24. Inspection

- 24.1. Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / tenderer's works/site by RailTel's authorized representative. At least part of the material should be offered for inspection within 60 days of issue of confirmed Purchase Order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3<sup>rd</sup> 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 circumstance, 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.

- 24.2.** Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programs, test parameters together with permitted values, etc. and their Quality Assurance Plan.
- 24.3.** 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.
- 24.4.** In case necessary facilities to carry out tests/witness inspection is not available at tenderer site, such may be conducted at consignee site on basis of RailTel's approval against bidders request.

## **25. Force Majeure**

- 25.1.** 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.
- 25.2.** 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.

## **26. Settlement of Disputes and Arbitration**

- 26.1.** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 26.2.** All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 26.3.** The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one

name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be. shall be final and binding on both the parties.

- 26.4.** Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

**27. Governing Laws**

The 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.

**28. Termination for Default**

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.

- 28.1.** If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- 28.2.** If the tenderer fails to perform any other obligation(s) under the contract; and
- 28.3.** 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.
- 28.4.** In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

**29. Risk & Cost**

If the contractor fails to deliver the equipment or honor the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase 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.

**30. Termination for Insolvency**

The purchaser may at any time terminate the Purchase order 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.

**31. 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.

**32. Clarification Requests**

It is solicited that the written queries/ clarifications may be sent to the RailTel's office latest by date as indicated in the Bid Data sheet (BDS) through e-mail to [prebidqueries@railtelindia.com](mailto:prebidqueries@railtelindia.com) (in word format) & hard copy by post. All relevant clarifications sought will be addressed during the pre-bid meeting scheduled as per BDS. The clarification should be submitted in the below given format:

SN	Page No	Tender Clause No.	Tender Clause	Bidders Query	Justification / Reason
1					

**33. Submission of Offers**

- 33.1.** All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.
- 33.2.** In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- 33.3.** ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.
- 33.4.** The tenderer shall submit his bid online using the e-Procurement Portal <https://railtel.enivida.com/>. For detailed instructions please refer to e-nivida Portal.
- 33.5.** The offer shall be submitted in two packet. Both Bids Credential Bid (Techno-Commercial Bid) & Price Bid shall be online using the e-Procurement Portal <https://railtel.enivida.com/>  
The bid shall consist of following documents:-
- 33.5.1.** Offer Letter complete.
- 33.5.2.** Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out).
- 33.5.3.** Earnest Money in prescribed form.
- 33.5.4.** Audited balance sheet duly attested by Notary Public.
- 33.5.5.** Constitution of Firm and Power of Attorney.
- 33.5.6.** Clause wise compliance to tender conditions.
- 33.5.7.** Copies of purchase orders and other documents in support of meeting qualifying criteria.
- 33.5.8.** 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.
- 33.5.9.** Documentary proof of equipment being proven and working for more than 6 months in India or outside India along with user certificate and Contact Details of user/firm.
- 33.5.10.** Technical proposal of tenderer in conformity with system design or alternative proposal of the tenderer, if any.
- 33.5.11.** System Performance Guarantee as per Chapter 6 Form no. 2
- 33.5.12.** The manufacturer claiming to qualify under the scope of rules for PMA (Preferential Market Access) must submit the declaration of VA (Value Addition) as required under the issued notification for the specified period (2017-18,2018-19 & 2019-20).
- 33.5.13.** Any other information desired to be submitted by the tenderer.
- 33.5.14.** NIL Deviation certificate.

**34. Constitution of Firm and power of Attorney**

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

- 34.1.1. As sole proprietor of the concern or as attorney of the sole Proprietor.
- 34.1.2. As a partner or partners of the firm.
- 34.1.3. 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.

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

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

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

34.5. The duly notarized Power of Attorney shall be submitted online and Original copy is need to be submitted by the successful bidder before issuance of LOA.

### 35. Opening of Bids:

35.1. Bids received form the Bidders shall be opened on due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of RailTel and the Bidders. However, this tender document does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.

35.2. RailTel shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Chapter.

35.3. To facilitate evaluation of Bids, RailTel may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### 36. Non-Transferability & Non-Refund ability

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

### 37. 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.

### 38. 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.

### 39. The envelope shall be addressed to the Purchaser at the following address:

Deleted

40. Offer / Bid should be uploaded on e-Nivida portal before due date and time of submission of offers/bids. The offers / bids shall be opened at 15:30 Hrs on the same day in the above office in the presence of those representatives of the bidders who choose to be present. Offers / Bids received after due date and time shall be dealt as per extant rules.

In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

**41. Limitation of Liability:**

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

- 41.1. The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- 41.2. The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

**42. Credential Verification:**

- 42.1. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.
- 42.2. The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter-6 of this tender document (Form No. 3). Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

**43. Mandatory updation of Labour Data on Railway's shramikkalyan portal:**

**43.1.** 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.shramikkalyam.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

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

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

**44. Deleted**

**45. For Micro and Small Enterprises (MSEs):**

**45.1.** "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

**45.2.** MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

**45.3.** MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from

any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

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

**46. NIL Deviation Compliance:**

Bidder is required to submit the "NIL Deviation compliance undertaking" for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 9 (Chapter-6).

**47. Contract Agreement:**

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the RailTel may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the RailTel shall be entitled to forfeit the EMD and to forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

The following documents would form part of the agreement between RailTel & the successful bidder: -

- i) This tender document and all the issued addendum/ corrigendum.
- ii) The bidder's proposal in response to this tender and clarifications made in course of evaluation, including all Appendixes and supporting documents.
- iii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iv) Copy of Signed LOA along with the copy of the PBG document.

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**CHAPTER- 5****BID DATA SHEET (BDS)**

The section consists of provisions that are specific to various Clauses of the tender document COMMERCIAL TERMS & CONDITIONS Chapter 4.

<b>Clause</b>	<b>Description</b>
Clause 1.2	<b>Validity of offer</b> 90 days.
Clause 2	<b>Warranty:</b> 36 months from the Date of System Commissioning (PAC).
Clause 4	<b>Delivery Period:</b> Supply, installation and commissioning within 120 days of issue of LOA/PO.
Clause 12	12.1 Bidder Eligibility Criteria 12.2 OEM Eligibility Criteria
Clause 16	<b>Purchaser's Right to Vary Quantities:</b> (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 For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.  Rate Contract- Up to a maximum extent of 50% of the contract value of SOR.
Clause 20	Earnest Money Deposit (EMD)/ Bid Security Rs. 12.62 Lakhs.
Clause 32	<b>Clarification Requests:</b> Last date of Submission of Clarification Date: 30.07.2024
	Pre-Bid Meeting will be held on 01.08.2024 at 15:30 hrs. through Video Conference (VC) for which link will be shared on RailTel Website at least 24 Hrs before Pre-bid meeting date.
Clause 33	<b>Last Date of Submission of Offer</b> Date: 14.08.2024 Time: 15:00 hours Venue: same as above
Clause 35	<b>Date of Opening of Tender</b> Date: 14.08.2024 Time: 15:30 hours Venue: same as above

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CHAPTER- 6

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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



**Form No. 2**

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

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

I / We ..... hereby guarantee that the design on the basis of which we have submitted our tender no. .... has been carefully made to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)  
Seal

Signature of witness:

1. ....

2. ....

Form No. 3

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

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-.

The paper has to be in the name of the tenderer) \*\*

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

M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No.

\_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

DEPONENT  
SEAL AND SIGNATURE

OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

Form No.: 4

CONTRACT AGREEMENT

(CA No. ....)

This AGREEMENT is made at <Location of RailTel Office> on this day of \_\_\_\_\_ two thousand and twenty four by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through RGM/ED or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

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

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

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

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

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

The contract within named in the presence of:

- 1. Signatures  
Date  
Name in Block Capitals  
Address:
- 2. Signatures  
Date  
Name in Block Capitals

Address:

Signed and delivered by Shri. \_\_\_\_\_ for and on behalf of  
\_\_\_\_\_

The contractor within named in the presence of:

1. Signatures  
Date  
Name in Block Capitals  
Address:
  
2. Signature  
Date  
Name in Block Capitals  
Address:

Annexure 'A': Tender Document No..... with Corrigendum(s), if any.  
Annexure 'B': Contractor's offer letter.  
Annexure 'C': Letter of Acceptance No..... with all enclosures.  
Annexure 'D': Copy of Performance Bank Guarantee (PBG)

Form No.: 5

Performa for Manufacturer Authorisation Form

Director,  
RailTel Corporation of India Ltd.

Dated: .....

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

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

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

Thanking you,  
Best regards,

Authorised Signatory

**FORM No.: 06**

**Format for Power of Attorney**

**POWER OF ATTORNEY**

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

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

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

(Add in the case of a Consortium)

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2024

(Signature and Name of authorized signatory)

\_\_\_\_\_

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

Form No. 7

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

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

**Dated: .....**

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

**Sub: OEM Undertaking**

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

Dear Sir,

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

A. We undertake/Certify that

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

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

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

C. We Certify that,

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

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

(ii) We, \_\_\_\_\_ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than \_\_\_\_\_

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

D. We certify that our offered products are genuine, have our own manufacturing setups and IPR for the hardware(s)/software(s), and not have 3rd party manufacturing from

any company blacklisted in India or abroad (due to proven backdoor access and data vulnerability) or any company sharing land border with India. The Intellectual Property Rights (IPR) of all offered product and source code of all offered software are not residing in countries sharing land borders with India. Proof of IPR & source code will be provided by the OEM.

or

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

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

Seal and signature of the authorized representative of OEM

Place:

Date:

Form No. 8

PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT  
(To be signed by the OEM)

To

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

Tender Reference No.:

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 3 of Chapter-4 shall be met by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfill the support obligation due to any unforeseen circumstances, the same shall be provided by us directly or through our subsidiary/authorized partner in India for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

(Signature of OEM's Authorized Officer)  
Seal

Signature of witness:

- 1. ....
- 2. ....

Note: Please Strike out whichever is not applicable.

## Form No. 9

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

To

General Manager/ITP

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

Dear Sir,

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

Over and above all our earlier conformations and submissions as per your requirements of the tender, 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 technical specifications mentioned in Chapter-3-A of Tender document.
3. We hereby certify that the hardware and software mentioned in our technical solution and Bill of Material (BOM) are complete.
4. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the tender. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Seal and signature of the bidder

Place:

Date:

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

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## CHAPTER-7

## CHECKLIST

RailTel Corporation of India Ltd.

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



## CHECKLIST

Tender No: RAILTEL/TENDER/OT/CO/ITP/2024-25/ DC-DR Infra /009  
Dtd. XX.XX.2024

Name Of Work:- "Supply, Installation, Testing & Commissioning of Data Center Infrastructure at DC & DR of RailTel"

Name of Company/Firm

S N	Item/Clause of Tender Document	Details / Remarks	Attached/ Not Attached	Page No.
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	Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out).			
5	Detail BOM of each equipment supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM			
6	Clause wise compliance (Clause 23 of Chapter-4)			
7	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			
8	Declaration regarding Security Considerations & Security Agreement (Clause 15, Chapter- 4 of Tender Document)			
9	Form No. 2 of Chapter-6, Performa for System Performance Guarantee			
10	Form No. 3 of Chapter-6, Performa for Affidavit to be submitted by tenderer			
11	Form No. 5 of Chapter-6, Performa for Manufacturer Authorisation Form			
12	Form No. 6 of Chapter-6, Format for Power of Attorney			
13	Form No. 7 of Chapter-6, Undertaking from OEM			
14	Form No. 8 of Chapter-6, Performa for the Long term Maintenance Support			

15	Form No. 9 of Chapter-6, (Nil Deviation Statement)			
16	Certificate for Local Content 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 as per clause 21.1 of Chapter-4.			
17	Certificate by bidders sharing a land border with India as per clause 21.2 of Chapter-4.			
18	Certificate of MSME, if applicable as per clause 45 of Chapter-4.			
19	Eligibility Criteria for Bidder as per Clause 12.1 of Chapter-4.			
20	Eligibility Criteria Requirements for OEM's as per Clause 12.2. of Chapter-4.			
<b>Document uploaded along with Financial Bid/Price Bid Only.</b>				
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 of Chapter-2			
3	Detailed Bill of Material (BOM) with prices of each module/cards/software etc. wise breakup of BOM as per note no-II of Chapter-2.			

**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.

**END OF TENDER DOCUMENT**

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