NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO. RCIL/SR/ERS/2023-24/EOI/4 DTD. 27-09-2023

Expression of Interest (EOI)

For

"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS"
SOUTHERN RAILWAY-PGT DIVISION

Issued by:
RailTel Corporation of India Ltd *(A Mini-Ratna PSU under Ministry of Railways) Kerala Territory Southern Region, 1st Floor Eastern Entry Tower Ernakulam Junction Railway Station Ernakulam, 682016*

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non– binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI

EOI NOTICE

RailTel Corporation of India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station,
Ernakulam-682016

EOI NO. RCIL/SR/ERS/2023-24/EOI/4 DTD. 27-09-2023

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs for Selection of Partner for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS (here after referred to as SOUTHERN RAILWAY), from RailTel Empaneled Business Associates for exclusive TEAMING ARRANGEMENT for the following

"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS "

The details are as under:

DETAILS OF SCHEDULE ,IMPORTANT DATES & EVENTS FOR COMPLIANCE

Date of EOI Floating	27-09- 2023
Last date for submission of Bids against EOI	29-09- 2023 at 17:00 Hours
Opening of Bids received against EOI	29-09- 2023 at 17 :30 Hours
Number of copies to be submitted	Single stage (Single Packet System)
EOI document cost incl tax (non refundable)	Nil
Token EMD/EMD at the time of submission of bid	Rs. 5,00,000/-
Bid Validity Period	120 days
Bid Submission Mode	Through E-mail to – **ers.eoi8@railtelindia.com**

Note: RailTel reserves the right to change the above dates at its discretion. Bids received after due date and time will be summarily rejected.

Sd/-
(JGM/TERRITORY MANAGER)
RailTel/Kerala Territory

Important information for Bidding

Earnest Money Deposit (EMD)

1) **Token EMD payable**: Rs. 5,00,000/- at the time of submission of EoI in the form of **RTGS** only
2) **Remaining amount of EMD** : Remaining EMD if any to be submitted by the selected BA in the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit immediately within 24 hrs on advise from RailTel before the submission of the bid to SOUTHERN RAILWAY.
3) **Validity of the EMD**: The EMD shall be valid till the finalization of end customer TENDER/Tender i.e award of order and till submission of Performance Guarantee of requisite value with due regards to the validity of the offer.
4) **Return of EMD**: The EMD of the successful BA will be adjusted towards the amount due as SD. EMD of unsuccessful Bidders will be refunded by Railtel on finalizing the EoI.

Bids without token EMD will be summarily rejected.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Secunderabad through online bank transfer. The Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.
RailTel Bank Details for Submission of EMD / PG:
Union Bank of India, **Account no.327301010373007, IFSC Code: UBIN0805050.**
Demand Draft shall be submitted in favor of RailTel Corporation of India Limited payable at Secunderabad.
Token EMD will be forfeited in case of non-submission of remaining EMD and PG in time.
Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Level: 1 Contact: Shri. Anish Rehman, Senior Manager /Marketing/Ernakulam
Email: arehman@railtelindia.com Contact: +91-9704659404

Level: 2 Contact: Shri. Anoop Jose. A, Jt. General Manager/Ernakulam
Email: anoop@railtelindia.com Contact: +91-974699916

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Note to Bidders :

1. The response to EOI is invited from **Eligible Empaneled Partners of RailTel only.**
2. All the document must be submitted with proper indexing, page nos and signed in every pages
3. This is an exclusive pre-TENDER partnership arrangement with empaneled business associate of RailTel for participating in the end customer TENDER. Selected partner's authorized signatory has to give an undertaking that they will not submit directly or indirectly their bids and techno- commercial solution/association with any other Organization once selected through this EOI for pre- bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). **This undertaking has to be given with this EOI Response.**
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
5. Bidder has to agree to comply with all OEM technical & financial documentation including VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's TENDER as applicable and further issued corrigendum's as mentioned below:

End customer Tender Ref. No.	**91235749**
Date of floating	**07.09.2023**
Due date	**04.10.2023**
Floated on portal	e-Procurement Portal of Indian Railways E-Procurement System **(https://ireps.gov.in/epsn)**

6. Bidder also to undertake to submit Valid regulatory approvals / Certification of manufacture /VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favor of RailTel against the proposed products. The selected BA has to provide VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF from the OEM in the name of RailTel for bidding in the concerned tender of SOUTHERN RAILWAY, if their proposed solution is quoted to the customer as applicable and required.
7. The selected bidder will have to accept all Terms & Conditions of SOUTHERN RAILWAYTENDER on back-to- back basis, wherever applicable.
8. Any corrigendum(s) issued by SOUTHERN RAILWAYagainst pertinent tender/TENDER shall be the part and scope of this EOI document on back-to-back basis and the BA's shall be on the lookout of corrigendum's issued from time to time by RCIL & SOUTHERN RAILWAY, in the interest of their own Bid.
9. No exemption/relaxation is applicable to MSME/Startups.
10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in SOUTHERN RAILWAY's TENDER is not applicable on the Bidder/BA applying against this EOI. Rest all Terms & Conditions of TENDER floated for pertinent tender will be complied by SI/BA/Bidders.
11. However, OEM considered by SI/BA for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with end customer TENDER and corrigendum(s) issued thereof.
12. **Please refer SOUTHERN RAILWAYTENDER Payment terms as this will remain applicable on back-to-back basis on Successful bidders. Payment shall be made only after actual receipt of payment from SOUTHERN RAILWAYon submission of required documents.**

13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of SOUTHERN RAILWAYTENDER and if found any discrepancy, maybe brought to the notice of RCIL immediately and may modify their financial bid format as per SOUTHERN RAILWAYTENDER financial bid document.
14. This is a customer centric bid on back-to-back basis and therefore the benefits of MSME shall not be applicable on this EoI & Work Order. The contract, if placed, shall be governed by (i) IRS Conditions of Contract (ii) Tender Conditions of Southern Railway(iii) Special Conditions applicable to a particular tender as given under the respective links in the home page of the Indian Railway e- procurement portal www.ireps.gov.in → public documents → Goods & Services.

E-Tender document essentially consists of the following: –

SI No.	Document / Form
i	IRS conditions of contract as uploaded in www.ireps.gov.in portal under Railway Board document link
ii	Tender Conditions for Electronic Tenders
iii	Special Conditions of Contract applicable to particular tender
iv	Techno-commercial Offer Form Including Attached Documents, if any
v	Financial Offer Form / rate page.

The document referred is available in IREPS website under the link www.ireps.gov.in → public documents → Goods & Services. The vendors may fill the search form with organization as “Indian Railways”, Zone as “Southern Railway” , Department as “Stores” and Admin Unit as “SRHQ” and down load the same if desired and thoroughly study before submission of e-offers.

Forfeiture of EMD: When a supplier undertakes to keep the offers valid for a certain period but either withdraws the offer or revises the same within validity, the purchaser gets a right to forfeit the EMD.

CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH E-TENDER :

The Vendors are advised to fill "Compliance to special tender conditions / Checklist" with each offer by specifically stating "Yes" or "No" against each special condition / Checklist and in case of a "No", must fill reason for not agreeing with that special condition / Checklist in the remark entry box as provided therein.

1	Proof of for having paid EMD scanned copy OR Scanned copy of Valid and current NSIC Certificate, together with classification list duly highlighting the tendered items.
2	Scanned copy of approval letter from RDSO/ CORE/ PUs etc i.e the Approving Agency’s indicating current validity along with approval of their QAP etc, wherever restricted procurement from approved sources. OR Scanned Copy of their Registration Certificate with Southern Railwaywith Registration Number, monetary value limit, currency thereof and trade groups for which registered.
3	Performance statement against Railway Orders for supply of same or similar

	items as per performance tab of the Tender Schedule along with copies of such POs. Correct status / supply position of pending orders and inspection certificate/ Receipt Note for completed PO.
4	Details of Machinery and Plant, other Equipment's, Testing facilities, Quality Management /Control Systems and details of Technical manpower available
5	Scanned Copy of Permanent Account Number (PAN) from Income Tax Department
6	If authorized agent of OEM, Tender specific authorization letter from OEM / principal with required undertaking as per eligibility criteria from OEM as well as dealer.
7	Scanned copy of NEFT mandate for payment purpose.
8	Clause wise compliance to specification / Tender Conditions wherever required.
9	Deviation Statement from technical specification & commercial terms and conditions if any.

1. About RailTel (Please visit ***railtelindia.com*** for more insight)

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India Optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower co location, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Mini Ratna (Category-I)” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

The main Project of RailTel/ERS Territory on hand are KFON, KSWAN, Wi–Fi service at Kerala Govt. Secretariat ,E health Mission ,IOCL VSS Project etc.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this context, RailTel intends to participate in response to the TENDER floated by SOUTHERN RAILWAYfor the work in Palghat Division, as above (hereafter referred to as ‘SOUTHERN RAILWAY’) and accordingly seeks to select a suitable partner for pre-bid arrangement through this EoI for the work of “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS**”**

Bidder has to agree to comply with all OEM technical & financial documentation including valid regulatory approvals / Certification of manufacture /VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's TENDER. Bidder also shall undertake to submit VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF of major items of the proposed solution and other documents required in the end Customer Organization tender in favor of RailTel against the proposed products. The selected BA has to provide VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF from the OEM in the name of RailTel for bidding in the concerned tender of SOUTHERN RAILWAY, if their proposed solution is quoted to the customer, wherever applicable.

The details of tender are as below:

Tender Title: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS, of SOUTHERN RAILWAYTENDER/TENDER

Ref. No 91235749 dated 07-09-2023; latest amendment/ Corrigendum / clarifications. **Floated on: SOUTHERN RAILWAYE tenders portal (https://ireps.gov.in/epsn)**

System Integrator (SI)/BA shall quote for single OEM/ make and model for each item description, subject to the confirmation of the given specification equivalence. The make and model shall be clearly mentioned in the proposal. However the subsystems/subcomponents offered shall be compatible with inter-operability to the main system, if different makes/models offered. Deviation to this will not be accepted/shall be summarily rejected, Wherever applicable.

3. Scope of Work & Partner Selection

The scope of work will be as mentioned in the pertinent end Customer organization TENDER/Tender for "**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS**" Vide Ref No: **91235749 dated 07-09-2023** on the website (https://ireps.gov.in/epsn) with all latest amendment/Corrigendum/ clarifications.

All materials/services that propose to use with the work shall be approved by the S.Rly /RCIL. The scope of work is subject to addition / deletion by the Employer.

The following is the broad scope of work however, this list is only indicating and not exhaustive , rather to serve as broad guidelines only. The TENDER of the tenderer as enclosed is taken into cognizance for submitting EoI as per SOUTHERN RAILWAYTender.

The scope of work includes

Supply, Installation, Testing and commissioning of the Servers, work stations, 64 channel NVRs & External Storage systems etc for the IP based Video Surveillance System at the Railway stations as per the following list.

(1) PC workstation for viewing, monitoring and system management - 2 nos.
(2) Video Management and Recording server hardware for supporting upto 85 no of cameras - 2 nos.
(3) AI enabled Video Analytic server hardware for supporting upto 32 no of cameras - 2 nos.
(4) FRS server hardware for supporting upto 10 no of 4K UHD cameras - 2 nos.

(5) 64 Channel Network Video Recording Server - 3 nos

(6) External Storage System for 30 days recording of 75 no of full HD and 10 no of 4k UHD cameras with all accessories - 1 no

(7) External Storage System for 30 days recording of 36 no of full HD and 5 no of 4k UHD cameras with all accessories - 1 no.

Minimum onsite warranty - 3 years from the date of commission. All the materials supplied should be conforming to RDSO Specification No. RDSO/SPN/ TC/65/2021,Rev 6.0 or latest. For detailed technical specifications and performance requirements, tenderer may refer the Technical specification.

QUOTATION OF RATES:

Rates quoted in Financial Rate Page of e-tender shall only be considered.

a) The tenderers should quote strictly in accordance with the columns/fields provided in financial rate page of e-tender viz. separately basic price, unconditional discounts, packing charges, GST as applicable and Freight charges up to destination applicable per each unit. If quoted as one lump sum amount, separate break up for all elements should be mentioned. Any other charges should be quoted in absolute value as specified in column / field of "Other Charges" of financial rate page e.g. insurance charges, forwarding charges. The basic rate should be quoted in units as per e-tender schedule which does not permit any other units.

b) Tenderers should offer discount only at the discount column available in the Financial Rate Page.

Quotation in Foreign Currency: The tenderer should quote in INR, unless otherwise specified.

Statement of Deviations :The tenderer should quote deviation to item description in the deviation

1. Technical deviations from tendered specification should be clearly stated in deviation statement.
2. The deviations if any from IRS conditions of contracts & special conditions of tender should also be clearly stated in the deviation statement of e-tender / offer.
3. The offers with deviations i n IRS/Special Tender Conditions are liable to be ignored / rejected.

If the tenderer does not quote any deviation, it will be construed that the tenderer has quoted for the tendered description and accepted all the conditions.

3.1 Warranty

The warranty would be valid for the performance of products, service and application for the 3 years period as applicable in the **SOUTHERN RAILWAYTENDER.** The bidder shall warrant the products and services supplied 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 products/services/processes/protocols of the type ordered and shall perform in full conformity with the specifications and drawings.

The BA/SI shall be accountable 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/quality of management to meet equipment/system requirements, inadequate system management, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Authority who shall state in writing in what respect the products are faulty.

If it becomes necessary for the bidder 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, whichever may be later. If any defect in terms of Hardware/Software/Applications is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the Customer may have against the contractor in respect of such defects, replacement under warranty clause shall be made by the bidder free of all charges at site including freight, insurance, and other incidental charges, Wherever applicable.

Warranty / Guarantee clauses as per IRS Conditions of Contract are normally applicable. The contractor should guarantee that the said goods / stores / articles would continue to conform to the description and quality as aforesaid, for the specified , and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the purchaser.

Marking of material Supplied : The contractor should indicate the Manufacturers Name / Month and Year of manufacturing / Purchase Order Number by process of Stamping / etching / embossing as appropriate or as specified in specification, in order to identify the suppliers in case of premature failure of the materials in actual use. The location of these identification should be such that they do not get obliterated on wear and tear and without affecting the functional utility and structural stability of the components / materials.

3.2 Warrant Support

This shall be applicable as per TENDER/Tender terms and conditions.

3.3 Quality of Service, Fulfillment of functionality, Down Time and penalty

3.4 Purpose of EOI

Detailed as above

3.5 Solution provider/BA need to Supply, Installation, Testing and commissioning of the Servers and oversee the overall functioning of the organization's network infrastructure, including planning, design, implementation, and maintenance with failure free environment and without any downtime in operations of as prescribed by SOUTHERN RAILWAYin terms of **Quality of Service, Fulfillment of functionality ,Down Time and penalty if any, on back-to-back basis**

3.6 Bidder may submit their response in the prescribed form of duly signed and stamped for techno – commercial bid through Online mode vide email sent to ers.eoi8@railtelindia.com, within the stipulated date and time, as mentioned in this EOI document.

The Bidder shall accompany necessary documents as prescribed in the EoI.

3.7. Interested partners may note that this is a single stage, single Packet Bid.

3.8. Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document with required credentials and Token EMD.

3.9. <u>Technical Bid shall contains following requirements and testimonials</u> :-

I Eligibility Criteria

S.N	Type	Description	Document Required
1	Existence / Origin	The company must be registered in India.	Certificate of Incorporation
2	General	The company must have: I. Valid PAN card. II. Been registered with GST. III.has paid ITR for last 3 financial years ending 31st March 2023.	I. Copy of PAN Card. II. Copy of GST registration certificate. III. Copy of ITR filed.
3	General	The company should not be blacklisted by any Government institution/ Government PSU	Self-declaration, in case this is discovered to be otherwise, the bidder will be declared ineligible at any stage of the tender.
4	Turnover	The bidder must have total annual turnover at least Rs. One Crores in the last three financial years ending **31st March 2023**.	Audited Balance Sheet & CA certificate
5	Net Worth	The bidder must have positive net worth in last 3 FY's ending 31st March 2023.	Audited Balance Sheet & CA certificate
6	Experience	A. The bidder must have three Similar completed works costing not less than the amount of Rs. 21 Lakhs yearly. B. The bidder must have two Similar completed works costing not less than the amount of Rs. 28 Lakhs Yearly. C. The bidder must have One Similar completed works costing not less than the amount of Rs. 42 Lakhs Yearly.	Order &completion Certificate issued by customer / PO issuing authority. If a project is ongoing, a certificate to that effect
7	Empanelment	Bidder must be empaneled with RailTel as Business associate.	Copy of Empanelment letter and Empanelment PG submitted, if any.

Similar Works Definition:

*Similar works include Supply, Installation, Testing and commissioning of the IT Network Devices

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ii. The Technical Compliance of the Scope of Work. However, format may be modified by bidder as per their choice, but item must be marked with

OEM/Vendors Name, valid regulatory approvals/ Certifications/ VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF provided or not and Data Sheet attached, wherever applicable.

iii. The Technical Compliance sheet provided with Hard Copy of Technical Specs and products/services/processes/protocols, wherever applicable.

iv. Price quote in the attached format (Annexure 8).

v. Compliance of OEM/Vendors with their valid regulatory approvals/ Certifications/ VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF's and all mandatory documents asked by SOUTHERN RAILWAYfrom OEM/Vendors.

vi. Unconditional Acceptance of contents the Tender document of SOUTHERN RAILWAYand any Other/General Document of SOUTHERN RAILWAYTender TENDER along with corrigendum and addendum.

vii. Acceptance Letter of EoI

viii. Annexure Formats as mentioned in this EOI.

ix. All documents mentioned in checklist and annexures of this EOI.

x. The BA agrees to undertake Warranty, Maintenance contract for a minimum **period as per SOUTHERN RAILWAY.** Undertaking in this regard is to be submitted along with the technical bid as applicable.

xi. Contract Period Undertaking – As per pertinent tender floated by SOUTHERN RAILWAY.

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS for 50 days from the date of issue of Work Order and subjected to the fulfillment of Tender conditions referred above.

xii. The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorized signatory's nomination along with board resolution in favor of power of attorney.

xiii. The bidder has to mandatorily submit notarized Annexure-11 on non- judicial stamp paper of requisite value of Rs. 200, else bid shall be summarily rejected.

3.10. Prospective bidder's bid evaluation will be done based o n above mentioned documents. Bids of those Bidders who submit Technical Documents without OEM/Vendor Name, Make and Model, technical Compliance, and unconditional acceptance of the SOUTHERN RAILWAYhard Copies, will be summarily rejected

3.11. Based on evaluation of outcome against 3.9, whoever may qualify as per 3.9.i and further complying technical requirement with supporting documents o f OEM/Vendor VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF, datasheets, BOQ/BOM (wherever applicable) may be treated as technically qualified partner for Stage-1.

3.12. Bidders selected as per Para 3.11 above will be treated as eligible for financial bid opening.

Quantity to be ordered :

RCIL/Railway is not bound to accept the lowest or any tender, nor to assign any reason for not doing so and reserve to himself the right to accept any tender in respect of the whole or any portion of the items specified in the tender and contractor shall be required to supply at the rate quoted / accepted.

RCIL/Railway reserves the right to cancel the tender in who le or order either for full or part quantity tendered without assigning any reason. The rates quoted by the Tenderers for full tendered quantity would be taken as valid for part quantity also.

RCIL/Railway also reserve the right to order the tendered quantity or part thereof on an existing contract by operating quantity option clause at lower rates (if available) than the rates quoted in this tender.

Option Clause:- (Applicable for tenders wherever specifically mentioned in the tender conditions as applicable) :-The purchaser reserves the right to increase the order quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract by giving reasonable time / notice for executing such increase to the contractor.

Option Clause can be exercised anytime within the Delivery period, by giving reasonable notice

'Reasonable notice' as mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant Modification Advice to the contract will suffice

In a contract that provides for quantity option clause, in case Delivery Period is extended either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original delivery period, then during the extended delivery period also, quantity
variations can be made on the total ordered quantities.

Eligibility Criteria for OEM s (Applicable where approved vendors are available):

Ordering on Approved Sources: Railway procure some of the items from approved sources. The Approving agencies such as RDSO / PUs / CORE etc. publish vendor list periodically say by RDSO every six months. Granting of Approval is a continuous ongoing activity, therefore vendor list can undergo changes after opening of tender. The approval status of the firm shall be reckoned as on the date of tender opening and not thereafter. But in case of downgrading /removal / suspension / banning etc after opening of the Tender, such changes will be taken into account while deciding tenders. This however does not apply for placing small quantity contracts on new sources, as their capacity & capability will only be ascertained before placement of developmental order.

Ordering on Approved Vendors: Wherever there is a restriction policy to procure the item from approved sources, the same will be followed as under:

It may specifically be noted that approval of a vendor only signifies its technical capability to supply the items for which it has been approved / registered and it is quite likely that such vendors differ in terms of capacity, past performance etc. The quantity to be ordered on approved sources, therefore, will be decided duly considering factors such as past performance, capacity, delivery requirements, quantity under procurement, nature of items and outstanding order load etc. and the tender conditions in fair transparent and equitable manner.

Wherever necessary, as per policy of procurement, bulk purchase will be made only from those firms who have been approved by RDSO / Productions Units / CORE etc. Vendors participating in tender shall have such approvals before opening of tender for the items tendered to manufacture and supply the same. The tenderers should attach scanned copies of such approval letters and approved QAP, along with their e-offers.

Minimum 80% of the net procurement quantity (NPQ) shall be ordered on “Approved Vendors”

It is clarified that approved and registered are one and same for the items approved by the nodal agencies such as RDSO / PUs / CORE etc.

Ordering on new / developmental sources:

If the tendering firm (s) is not approved by RDSO/PUs/CORE, then they must submit their credentials details i.e Machinery and Plant, Testing Facilities, QAP, Technical Manpower etc. to evaluate their capacity cum capability. Failure to furnish requisite credentials details will make their offer liable to be ignored.

The Tenderers to specifically note that there is no policy of placing bulk orders on developmental sources for restricted items, even though firm might have been approved as source under development.
When the vendor approving / registering agency grades vendors only as registered / approved vendors: The Developmental order can be given upto 20% of the NPQ on unregistered / untried firms about whom RCIL/Railway is prima facie satisfied that they are capable of executing the order. This 20% quantity will be within the NPQ. However, there may be some cases of procurement of materials where Railways may not be willing to undertake the risk of the failure on the part of the supplier on whom the developmental orders have been placed. In such cases, RCIL/Railway may go in for increased purchase quantity in consultation with Finance and keeping in view budgetary and other aspects so that 100 percent order could be placed on registered / approved suppliers and quantity not more than 20% of NPQ could be placed as a developmental order outside the NPQ

Where there are not more than three Indian Suppliers categorized as Approved Vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load, etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria. Such orders shall be treated as bulk orders

Procurement from (O E M ' s) manufacturers or authorized agent / dealers: OEMs can authorize and give Tender Specific Authorization to its Agent / dealers to quote on their behalf provided the vendor takes full responsibility for the quality of the material including warranty obligation and the inspection of product against Railway's order is carried out at the manufacturer's premises.

(a)(i) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/Product in the same tender.

ii) In a tender, if Indian agent on behalf of the Principal/OEM or Principal/OEM bids simultaneously for the same item/product in the same Tender, then both the offers will be considered ineligible and will be summarily rejected.

(b)(i) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

(ii) If an agent submits bids on behalf of the Principal/OEM and also on behalf of another Principal/OEM in the same tender for the same item/Product, then Both offers will be considered ineligible and will be summarily rejected.

In view of the above, Manufacturer may note that an agent can represent only one firm in a tender and any manufacture cannot submit more than one offer Against a tender through different sole selling agents or one offer directly and Other offers through sole selling agents, in other words, in a tender, either the Indian agent on behalf of the Principle/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same items/product in the same tender. In such a situation all the offers will be rejected. Also a "100% Indian Subsidiary" of the foreign firm cannot bid through another agent. The Relation between the Principal/OEM & Agent or Indian Subsidiary(100% or Otherwise) should be contractually established and clear.

(c) The above conditions shall apply for all types of Tenders.

"In case of imported goods, where the agent directly imports the goods in its own name or by the OEM on whom the order is placed, the submission of copies of import documents (Bill of Entry) is mandatory and the same should accompany the supplies."

Acceptance of Offers from unregistered and untried firms through advertised tenders :

Where the tendered item is not covered by restrictive procurement policy from approved sources, all unapproved, unregistered and untried firms should furnish along with their quotation the following :

a) Details of equipment they posses for manufacture of the tendered item including quality control.
b) Details of technical manpower employed.
c) The name and full address of their Bankers and Income Tax PAN number.
d) ISO 9000 / 14000 / 18000 certificates, whichever is applicable.
e) Details of EMD paid and willingness to pay SD

At least 80 percent of the procurable quantity will be covered invariably on the registered / approved suppliers. The balance quantity up to 20 percent could be covered on the unregistered firms whose capacity could not be tried by an educational order earlier but whose offers are competitive and prima facie the Railway is satisfied that they are capable of executing the order.

3.13 <u>Financial Bid:</u>

The Annexure 8 of for financial quote to be submitted for evaluation

3.14 Selection of Bidder: as per outcome of Clause 3.9 above

The bidder will be selected on the **lowest quote (L-1)** basis for complete 'Scope of Work' as mentioned in the EOI document and Physical documents of technical specifications of SOUTHERN RAILWAY, subject to the respective overall bid is in compliance to the requirements of this EOI. The partner selected will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. It is ascertained, that the final selection of CSP will be on the L-1 basis only. Further, RailTel reserves the right to have negotiation with the CSP if required. However RailTel reserves the right to select any Bidder irrespective of the ranking in the Bid list without assigning any reasons.

3.15 The partner selected through this EOI shall be deemed to be responsible for delivering of complete 'Scope of Work' as mentioned in the SOUTHERN RAILWAY's tender document and subsequent corrigendum. However, RailTel at its discern, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this tender as announced by SOUTHERN RAILWAY. In case, RailTel comes out to be winner of the SOUTHERN RAILWAYtender, then the engagement period will get auto-extended to the period RailTel serves SOUTHERN RAILWAYfor the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.16 RailTel on the basis of inputs / factors available, from various resources, past experiences of their ICT projects and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to place best techno-commercial bid in response to the pertinent SOUTHERN RAILWAY's tender. Further relationship with CSP will be based on the outcome pertinent SOUTHERN RAILWAY's tender.

4 General Requirements and Eligibility Criteria for Bidders

4.1. The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per relevant Clause of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where end customer has not asked Local Content Clause/Make in India Clause in their Current TENDER.

4.5 **The bidder has to mandatorily provide all Annexures of this EoI and corrigendum(s) thereof.**

4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements /engagements with any other organization except RailTel, for the SOUTHERN RAILWAYtender.

4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.11. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent SOUTHERN RAILWAYtender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-02 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause **4.1. to Clause 4.11**

5. Resources to be Deployed

i. The bidder shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

ii. Adequate training, required to carry out the activities mentioned in the scope of work above, shall be provided by Bidder to all deployed resources.

iii. Boarding, lodging, transportation, and all other expenses of the deployed resources are to be borne by bidder,

iv. The Authority shall be at liberty to object to and require the bidder to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced with in a week's time by competent substitutes.

v. The Authority has agreement with the bidder only, it is the responsibility of the bidder to ensure all due diligence is carried out for background verification of resources deployed. And in any case, the Authority will not be responsible for the violation of due diligence or offence committed by the bidder or any of its resources.

6 Proposal Preparation and Submission Cost

6.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations. In case of negotiations quoting the value above the quoted value is not permitted.

7 Amendment to EOI Document

7.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EoI response Individual advices in this connection is not treated as mandatory.

8 Bid, PG,EMD and SD Key Information

Type of guarantee/EMD	Amount	Minimum Validity	Mode of submission
EMD	5,00,000/-(This should be payed as Token EMD at the time of submission of EoI	Upto the submission of PG	In the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit immediately
PG	5 % of the accepted Contract value	120 days from the last date of extended completion period	In the form of Bank Guarantee/Online Bank Transfer/Fixed Deposit of Nationalized bank/Scheduled /Govt treasury

SD	3 % of the accepted Contract value 10 % deduction from every bill after adjusting the EMD amount for the Successful Bidder	60 days	10 % deduction from every bill after adjusting the EMD amount for the Successful Bidder
BID	-	120 days	Online Submission

9 Right to Terminate the Process

9.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

10 Language of Bid

10.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorized Signatory of the interested partner.

11 Submission of Bid

11.1. The Bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

11.2. Bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

11.3. An Organization / Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by bidder(s) may lead to rejection of all of its bid.

12 Rights to Accept / Reject any or all EoI Response

12.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel action.

13 Payment Terms

Back-to-back basis as per SOUTHERN RAILWAYTENDER No. **91235749 dated 07-09-2023** and as per Payment terms below:

1. The payment cycle for the Successful Bidder would start from the date of signing of contract or deployment of resources whichever is later. The payment to be made to the

Successful Bidder shall be subject to the satisfactory functionality conditions to be accepted by the Bidder for the post issuance of work order.

2. **Payment against Supply:** up to 80% of the rate quoted of the rate quoted by BA for the item is payable as assessed by RCIL/representative. BA shall produce original test certificate, warranty certificate of the manufacture for the materials for availing the above payment for the selected items and GST invoice for all the items supplied. The payment is subjected to the acceptance of materials by the consigned, signified by issue of necessary documents.
3. **Payment against Installation:** up to 10% of the rate quoted for the item less initial payments till date, is payable as assessed by RCIL/representative on final completion of the entire supplies and installation work under Contract for which payments are claimed.
4. **Payment against Testing and commissioning:** 10% of the rate quoted by BA for the item less amount already paid and recovery for security deposits due if any is payable as assessed by RCIL/Authorized consultant in all aspects and acceptance of the same by RCIL/Authorized consultant.
5. The RCIL shall scrutinize and certify the bill to be submitted for payment to Southern Railway– PGT Division within 30 days of submission of the correct bill by the BA.

However, detailed measurements shall be jointly recorded by the contractor in the presence of the representative of the Engineer in charge for reconciliation of quantities and records. Payment towards all interim bills shall be made by RCIL through direct beneficiary transfer mechanism to the designated Bank / Treasury account of the BA on the bills certified and forwarded by the authorized as per RCIL practice.

For dispatch of material by road, it is the delivery challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of receipt for the purpose of payment. For rail dispatch, clear and unqualified RR / PWB will be considered as the proof of dispatch.

For Machinery & Plant items: 80% payment will be allowed after receipt of the machine in good and acceptable condition at consignee's end against inspection certificate and the supplier's challan certified by the consignee Gazetted Officer. Balance 20% payment will be made on successful installation, commissioning and testing of the machine and also furnishing of a Bank Guarantee towards warranty obligations of the contractor for 10 % of the value of the machinery or plant.

All tenderers are advised to indicate their Banker's name and account number in their offers. This information is needed for the purpose of cheque for payment against the contract, being issued with indication of bank account No. etc. to safeguard against misappropriation of cheque. Such information can be submitted in the web page attached with the Payment Gateway link to the e-tender.

13.1. Payment will be processed after receiving the GST invoice for the work / services and after RailTel has received the necessary payment based on certification and acceptance from SOUTHERN RAILWAYfor the same work / services. Any deduction /Penalties levied by SOUTHERN RAILWAYwill be carried **back-to-back** and will be deducted from SI/BA/CSP's invoices/Subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

13.2. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- Valid Tax Invoice (in Triplicate, where supply is Involved)
    - Delivery Challan and e way bill
    - Factory Test Report
    - QA& COQ inspection certificate duly signed by OEM.
    - FAT Inspection Certificate or Approval of waiver for the same.
    - Packaging List
    - Purchaser's Inspection certificate
    - Consignee receipt
    - Warranty certificate of OEM
    - Insurance certificate
    - A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification.
    - A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.

All payments shall be released after sign-off by the SOUTHERN RAILWAY.

14 Performance Guarantee (PG)

The conditions of PG on back to back basis as per SOUTHERN RAILWAYTENDER

The PG shall be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default

14.1. RailTel shall also be entitled to make recoveries from the CSP's bills, PG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

14.2. If the service period / contract value undergo variation PG also shall be varied accordingly

14.3. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by SOUTHERN RAILWAY(in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

14.4. In case the SOUTHERN RAILWAYhas sought PG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PG from Scheduled Bank.

14.7. In case SOUTHERN RAILWAYhas sought any other types of PG, at present or in future or else Integrity Pact PG (presently or in future), same remain applicable on selected Bidder. The Said PG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PG will be accepted by RailTel.

14.8 Integrity pact in the format if any, as per SOUTHERN RAILWAYto be provided by the Bidder.

Security Deposit

The contractor has to submit 3% of the total value of contract as Security Deposit.

Provided that the security deposit reaches a limit of Rs.10 (ten) lakhs, the Contractor, if he so desires may convert the amount into Bank guarantees from any Nationalized bank.

Provided that, if at the time of payment of the final bill, the deductions so made together with the earnest money already deposited, fall short of the security deposit above the recovery of the balance amount of security deposit shall be deemed to have been waived.

15. Details of Commercial Bid / Financial Bid

15.1. BA should submit commercial bid strictly as per the format mentioned by SOUTHERN RAILWAY or in subsequent corrigendum's (if any).

15.2. The commercial bid should clearly bring out the cost of the services with detailed break- up of taxes.

15.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

15.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by SOUTHERN RAILWAY(in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

15.5. It is also possible that SOUTHERN RAILWAY may surrender / increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

15.6. It is also possible that during the contract period, SOUTHERN RAILWAY may raise Purchase Order to RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of SOUTHERN RAILWAY. In such scenario, RailTel at its sole discretion, may extend the scope of the contract with CSP by placing order to SOUTHERN RAILWAY, **on back-to- back basis**.

15.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back- to-back**' basis between RailTel and CSP, as mentioned in the pertinent SOUTHERN RAILWAY's tender. VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF (Manufacturer's Authorization Form) in the name of RailTel and another VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF in Bidders Name (separately with reference to this EOI) from the OEMs, whose product is mentioned in commercial SOUTHERN RAILWAY bid format, should also be ensured by the partner. The VALID REGULATORY APPROVALS/ CERTIFICATIONS/ MAF format and required content should be in-line with SOUTHERN RAILWAY's tender, if specifically asked by SOUTHERN RAILWAY in a particular format.

PAN Number: Tenderers to indicate the Tax PAN details and enclose a Photocopy of the same.

Drawings and Specifications:

Drawings and Specifications if any as indicated in the Tender Schedule can be had on payment from RDSO/ Lucknow, DLW/Varanasi, ICF/Chennai, CLW/Chittaranjan, CME, CEE and CSTE /S.Rly etc.who has issued the drawing.This has to be arranged by Tenderer, before quoting against the tender, As per Southern Railway requirements.

Counter offer, if any, should be indicated with full details i.e. the Drawing No. &/or specifications No. etc., and scanned copies of such Drawings / specifications should be attached with e-tender, failing which the offer may not be considered. The counter offers are liable to be rejected if there are other offers to specifications tendered for or even otherwise.
Test certificates of the manufacturers should be furnished along with the supply for such stores for which tests are prescribed in specifications.

Sample Clause (where samples are called for indeterminate parameters of specification)

The tenderer should ensure that adequate numbers of sealed samples of same quality as required in the tender schedule, where called for, are received in the office of PCMM before the Tender opening date and time, failing which offers will be rejected summarily.

Each sample should have a card affixed to it giving particulars of

(a) Firms name and address
(b) Tender Number
(c) Date & Time of Opening of Tender
(d) Item No. of schedule against which tender sample submitted, and
(e) Any other description, if necessary written on it

Samples should not be sent unless specifically called for in the tender schedule.

In case anything stipulated in the tender conditions are at variance with the special conditions / tender schedule mentioned herein, the special conditions/tender schedule mentioned in particular tender schedule will prevail. If technical specification prescribe any condition involving financial repercussion, which is in conflict with instructions to tenderers, IRS conditions, special conditions of contract (except warranty/guarantee period), then same will be ignored for tender evaluation purpose unless made a special condition of tender.

16. Duration of the Contract Period

16.1. The contract duration shall be same as of SOUTHERN RAILWAY's contract duration with RailTel until otherwise terminated earlier. **Indicative contract duration is 50 days as per SOUTHERN RAILWAY**, unless otherwise terminated/modified, as mentioned in this EOI document and subject to award of contract to RailTel. The contract duration can be renewed /extended by RailTel at its discern, in case SOUTHERN RAILWAYextends / RailTel renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by SOUTHERN RAILWAYto RailTel.

17. Restrictions on 'Transfer of Agreement'

17.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub- contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

18. Suspension, Revocation or Termination of Contract / Agreement

18.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

18.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice as per GCCA of contract or as per SOUTHERN RAILWAY tender condition whichever is issued to the CSP.

RailTel shall terminate/or suspend the contract /agreement under any of the following circumstances:

a) The CSP failing to perform any obligation(s) under the contract / agreement.

b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.

c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to SOUTHERN RAILWAY.

d) The CSP going into liquidation or ordered to be wound up by competent authority

e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more three days) inform about occurrence of such event to RailTel in writing.

In such case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit.

It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PG related to contract / agreement along with PG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.

f) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PG(s) of CSP available with RailTel can be forfeited.

19. Dispute Settlement

19.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.

19.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

19.3 All arbitration proceedings shall be conducted in English.

20. Governing Laws

20.1. The contract 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.

21. Statutory Compliance

21.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

21.2. The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923,The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

22. Intellectual Property Rights

22.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

22.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

23. Severability

23.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

24. Force Majeure

24.1. If during the contract period, the performance in whole or in part, by other 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 EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the 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 contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

24.2. 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 contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

25. Indemnity

25.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

a) Any mis -statement or any breach of any representation or warranty made by CSP

b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or

d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

25.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

26. Limitation of Liability towards RailTel

26.1. The CSP (SI/BA) liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

26.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

27. Confidentiality cum Non-disclosure

27.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

27.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non- use or non-disclosure of any confidential information which:

27.2.1. Is already known to the receiving Party at the time of disclosure:

27.2.2. Is or becomes part of the public domain without violation of the terms hereof;

27.2.3. Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:

27.2.4. Is received from a third party without similar restrictions and without violation of this or a similar contract.

27.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.

27.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

27.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

28 Assignment

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

29 Insurance

The CSP shall agree to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software and Services etc. as per SOUTHERN RAILWAY tender specified terms.

30 Exit Management

30.1 Exit Management Purpose

30.1.1 This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.

30.1.2 The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

30.2 Confidential Information, Security and Data:

CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

30.2.1 Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

30.2.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

30.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

30.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an accessof information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the

'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

31. Waiver

31.1. Except as otherwise specifically provided in the contract, no failure to exercise or delayin exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Changes in Contract Agreement

32.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

ANNEXURE 1 - FORMAT FOR PROJECT EXPERIENCE CITATIONS

Sl. No.	Item	Bidder's Response
1	Name of Bidder entity	
2	Assignment Name	
3	Name & Address of Client	
4	Approximate Value of the Contract (in INR Crores)	
5	Duration of Assignment (months)	
6	Start Date (month/year)	
7	Completion Date (month/year)	
8	Narrative description of the project	
9	Details of Work that defines the scope relevant to the	
10	Documentary Evidence attached	

Signature of Bidder ……………………….
Name: ……………………..
Place: ………………….
Date: ………………….

Annexure – 02

EOI COVER LETTER

(On Organization Letter Head)

Date:

EoI Ref No.:

To,

The Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office,
1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station ,
Ernakulam 682016

SOUTHERN RAILWAYTender Ref. No 91235749 dated 07.09.2023 on **(**https://ireps.gov.in/epsn)

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s ...., having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.

2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and maybe accepted by you at any time before the expiration of that period.

3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for there for said Service, and we certify that all information provided therein is true and correct; nothing has been omitted which

renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.

5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of SOUTHERN RAILWAYTENDER issued **Tender Ref. No 91235749 dated 07.09.2023** on **(**https://ireps.gov.in/epsn) portal, against this EOI based customer's requirement.

7. I hereby undertake that there will be no deviation from the Terms and Conditions of

   EOI and SOUTHERN RAILWAY's TENDER issued **Tender Ref. No 91235749 dated 07.09.2023** on **(**https://ireps.gov.in/epsn)

Signature of Authorized

Signatory

Name & Designation

Date ----------

Signature of Bidder ……………………….
Name: ……………………..
Place: ………………….
Date: ………………….

Annexure - 03

Local Content Compliance

(On Organization Letter Head)

EoI Ref No.: Date:

Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office,1st Floor, Eastern
Entry Tower,
Ernakulam South Railway Station
Ernakulam 682016

SOUTHERN RAILWAYTender Ref. No 91235749 dated 07.09.2023 on **(**https://ireps.gov.in/epsn)

Dear Sir/Ma'am,

I, the undersigned, on behalf of M/s ...., hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.
I hereby certify that M/s ....fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PG) and Security deposit (SD), as available with RailTel, related to this EoI. Signature of Authorized Signatory

Name Designation

Signature of Bidder ……………………….
Name: ……………………..
Place: ………………….
Date: ………………….

Annexure – 04

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

SOUTHERN RAILWAYTender Ref. No 91235749 dated 07.09.2023 on (https://ireps.gov.in/epsn)

S. No.	Document
1	EOI Cover Letter (Annexure-02)
2	Technical compliance sheet
3	Price bid
4	Local Content Compliance & Percentage Amount (ure-03)-Blank
5	**TECHNICAL BID COVER LETTER**
6	**COMMERCIAL BID COVER LETTER**
7	Token EMD as per EOI document
8	This EOI copy duly Signed and Stamped by the Authorized Signatory Of Bidder
9	All Annexure/ Appendices/Formats/ Declarations as per **SOUTHERN RAILWAY91235749 dated 07.09.2023** addressing to RailTel.
10	Compliance of eligibility criteria related documents as per Clause 3
11	Any relevant document found suitable by bidder

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Signature of Bidder ……………………….
Name: ……………………..
Place: ………………….
Date: ………………….

FORMAT FOR TECHNICAL BID COVER LETTER
(ANNEXURE 5)

(On Company Letter Head)

Place:
Date:

To,
Joint General Manager (ERS),
RailTel Corporation of India Limited,
Kerala Territory Office,1st Floor,
Eastern Entry Tower,Ernakulam
South Railway Station
,Ernakulam 682016

Sub: Submission of the response to the Tender No. **SOUTHERN RAILWAY91235749 dated 07.09.2023**.
Request for Proposal for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS.

We, the undersigned, offer to provide services for Request for Management of LAN for SOUTHERN RAILWAYin response to the request for proposal dated <insert date> and tender reference no <> “Request for Proposal SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS.

We are hereby submitting our proposal online, which includes the pre-qualification, technical bid, and commercial bid.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment not later than the date indicated in this tender.

We agree to abide by all the terms and conditions of the Tender and related corrigendum(s)/ addendum(s). We would hold the terms of our bid valid for 120 days from the date of opening of the bid as stipulated in the Tender. We hereby declare that as per Tender requirement, we have not been black listed/ debarred by any Central/ State Government and we are not the subject of legal proceedings for any of the foregoing.

We understand you are not bound to accept any proposal you receive. Signature of Bidder ....
Name ....
Signature of Bidder ……………………….
Name: ……………………..
Place: …………………..
Date: …………………..

FORMAT FOR COMMERCIAL BID COVER LETTER (ANNEXURE 6)

To,

The Joint General Manager (ERS), RailTel
Corporation of India Limited, Kerala Territory
Office,1st Floor, Eastern Entry Tower,
Ernakulam South Railway
Station ,Ernakulam 682016

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the tender documents with respect to **Request for Proposal SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF THE SERVERS**, do hereby propose to provide services as specified in the tender reference No.

.

Price and Validity

a. All the prices mentioned in our bid are in accordance with the terms & conditions as specified in the TENDER. The validity of bid is 120 days from the date of opening of the commercial bid.

b. We are an Indian firm and do hereby confirm that our prices are inclusive of all duties, levies etc., excluding GST.

c. We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altercated under the law, we shall pay the same.

Unit rates: We have indicated in the relevant schedules enclosed, the unit monthly rates for the purpose of accounting of payments as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.

Deviations:

we declare that all the services shall be performed strictly in accordance with the TENDER irrespective of whatever has been stated to the contrary anywhere else in our bid. Further, we agree that additional conditions, if any, found in our bid documents, shall not be given effect to.

We had remitted an EMD as specified in the tender document terms.

Tender pricing: we further confirm that the prices stated in our bid are in accordance with your instruction to bidders included in tender documents.

Qualifying data: we confirm having submitted the information as required by you in your instruction to bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our tender, we agree to furnish the same in time to your satisfaction.

Bid price: we declare that our bid price is for the entire scope of the work as specified in the TENDER. These prices are indicated in annexure-commercial bid format attached with our tender as part of the tender.

Performance guarantee and Security Deposit: we hereby declare that in case the contract is awarded to us, we shall submit the performance guarantee and Security deposit. We hereby declare that our tender is made in good faith, without collusion or fraud and the information contained in the tender is true and correct to the best of our knowledge and belief. We understand that our tender is binding on us and that you are not bound to accept a tender you receive.

Signature of Bidder ……………………….
Name: ……………………..
Place: ………………….
Date: ………………….

TECHNICAL COMPLIANCE SHEET (ANNEXURE 7)

The Service/OEM/MAKE specified are based on the existing network requirement for the present scope of work. This shall be followed as per the SOUTHERN RAILWAY condition of contract as per the relevant conditions of RAILWAY conditions of contract

Signature of Bidder ……………………….
Name: ……………………..
Place: ………………….
Date: ………………….

Annexure-8

PRICE BID

To be uploaded as pdf (On Organization Letter Head) EOI NO. RCIL/SR/ERS/2022-23/EOI/4 DTD. 27-09-2023,duly furnishing **the rates and amounts (Inclusive of all taxes and logistics cost) in the BoQ including Supply, Installation, Testing and Commissioning with warranty as specified**.

To,
The Joint General Manager (ERS),
RailTel Corporation of India Limited, Kerala
Territory Office,1st Floor, Eastern Entry Tower,Ernakulam South Railway Station ,Ernakulam 682016

Sir,
We hereby quote our rates with reference to the item wise BoQ as below:

Sl. N	Item Description	Qty	UoM	Basic rate including Service in warranty Period	Total Amount	GST (%)	GST (Rs)	Total cost incl GST
1	PC workstation for viewing, monitoring and system management	2	Nos					
2	Video Management and Recording server hardware for supporting upto 85 no of cameras.	2	Nos					
3	AI enabled Video Analytic server hardware for supporting upto 32 no of cameras	2	Nos					
4	FRS server hardware for supporting upto 10 no of 4K UHD cameras	2	Nos					
5	64 Channel Network Video Recording Server	3	Nos					
6	External Storage System for 30 days recording of 75 no of full HD and 10 no of 4k UHD cameras with all accessories	1	No					
7	External Storage System for 30 days recording of 36 no of full HD and 5 no of 4k UHD cameras with all accessories	1	No					

Signature of Bidder ……………………….
Name: ……………………………………
Designation …..
Place: …………………………………
Date: …………………………………..

Seal of BA Organization

The TENDER published by SOUTHERN RAILWAY for the work vide **SOUTHERN RAILWAY - 91235749 dated 07.09.2023** as circulated May please be referred for any clarifications.

The submission of EMD,PG,SD and Agreement with RCIL Non Judicial paper by the selected Bidder will be sacrosanct selected Bidder .

*Detailed sheet with split up of taxes to be enclosed by the bidder

Any software /hardware other than above, to achieve the objective of cited work shall be facilitated by the prospective BA/SI without additional financial implications .

Signature of Bidder ……………………….
Name: ……………………..
Place: ………………….
Date: ………………….

Company Seal

Annexure – 9

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ Two Hundred/requisite value)

To,
The Joint General Manager,
RailTel Corporation of India Limited, Kerala
Territory Office,1st Floor, Eastern Entry Tower,
Ernakulam South Railway Station ,Ernakulam 682016

SOUTHERN RAILWAYTender Ref. No.: No 91235749 dated 07.09.2023 on **(**https://ireps.gov.in/epsn)

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905),having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called "RailTel") having agreed to exempt .... (CIN : ………) having its registered office at …………………. (here in after called "the said Contractor") from the demand, under the terms and conditions of Purchase Order No .... dated ……….. made between RailTel and..................for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. ……………. (Rs. …….. Only). We .... (indicate the name and address and other particulars of

the Bank) (hereinafter referred to as 'the Bank') at the request of................contractor do hereby undertake to pay RailTel an amount not exceeding Rs. …………. (Rs ……… Only) 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 of any of the terms or conditions contained in the said Agreement.

2. We, ... the 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 by the said Contractor of any of terms or conditions contained in the said Agreement 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 ………… (Rs...Only).

3. We, ……………………. the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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 shall have no claim against us for making such payment.

4. We, …………………. the Bank further agree that the Guarantee herein contained shall remain in fullforce 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 an 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 and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before ....We shall be discharged from all liability under this Guarantee thereafter.

5. We, ………………… the Bank further agree with the RailTel that the RailTel shall have 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 anytime or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the

Contract
or.

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

Dated the ………… Day of ………… 2023 for ....(Name of Bank)
In the presence of Witnesses:
1. Signature With Date 2. Signature With Date Name Name

Encl: SFMS PG
Report

Signature of Bidder ……………………….
Name: ……………………………………
Designation …...
Place: …………………………………
Date: …………………………………..

Seal of BA Organization

Annexure-10

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this_____day of , -

2021 (the “Effective Date”) at .

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Southern Region office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500

016, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

AND

) (CIN:_____), a company duly incorporated under

the provisions of Companies Act, having its registered office at

, (hereinafter referred to as '___________'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

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

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

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

. ____

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

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

1. Permitted Use.

(a) Receiving Party shall:

(i) hold all Information received from Disclosing Party in confidence;

(ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

(iii) restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

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

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

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

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

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

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

2. **Designation.**

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

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

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

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

4. **Ownership of Information**. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed asa representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

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

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

(i) termination of this Agreement;

(ii) expiration of this Agreement; or

(iii) Receiving Party's determination that it no longer has a need for such Information.

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

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

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

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

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

RailTel Corporation of India limited:
Attn:
Address:
Phone:
Email.:

Attn:
Address
Phone:
Email

9. **Term, Termination and Survivability.**

(a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
(b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
(c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
   (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
   (ii) not apply to any materials or information disclosed to it thereafter.

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

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

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

13. **Settlement of Disputes:**

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

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

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. **CONFIDENTIALITY OF NEGOTIATIONS**

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

16. REPRESENTATION

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

17. ASSIGNMENT

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

18. EMPLOYEES AND OTHERS

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

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant

the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

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

21. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

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

22. MISCELLANEOUS.

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

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

RailTel Corporation of India Limited:

By
Name:
Title:

By

Name:

Title:

Witnesses:

Signature of Bidder ……………………….
Name: ……………………………………
Designation …...
Place: …………………………………
Date: …………………………………..

Seal of BA Organization

Pre Bid Agreement -Annexure 11

(If Applicable)

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

This Pre-Bid Agreement (the "**Agreement**") is made at New Delhi on this________Day of (month) 2023.**BETWEEN**

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Southern Regional office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad-500 016 (hereinafter referred to as**"RailTel"** which expression shall, unless repugnant to the context or meaning thereof, be deemed toinclude its successors and permitted assigns) of the **FIRSTPART. AND**

M/s._XXXX_, (CIN:_________________________) a company registered under the Companies Act 1956, having its registered office at and its Corporate Office located at , (hereinafter referred to as **"_XXXX_"** which expression shall, unless repugnant to the context or meaning thereof, be deemedto include its successors and permitted assigns) of the **SECOND PART.**

RailTel and_____________________shall be hereinafter individually referred to as "**Party**"

And collectively as "**Parties**."

Whereas,

A) RailTel is a "Mini Ratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data centres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services likeIaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) ________________________________(DETAILS OF SECOND PART)

C) RailTel had floated an **EOI No:**

____

dated________________________pursuant to the TENDER floated by End Customer for"

____

____

for End Customer Organization for agreed Scope of Work"(hereinafter referred as "The said work/project/tender"), and subsequently, based on the offer submitted by M/s XXXX towards the RailTel's EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX has waived its right toget the TENDER document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of "XXXX" that "XXXX" has read the said limited Scope of Work and has understood the contents thereof and that "XXXX" has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a " Business association" wherein RailTel shall act as the "Bidder" and "XXXX" shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bidas an Integrity Pact bank guarantee to end customer and accordingly "XXXX" shall submit Rupees ZZZZ asBG of pre integritypacton back to back basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case basis as per KSITIL requirement. May please read in conjunction of the current TENDER.)**

F) Party hereby acknowledges that RailTel has received Rs.

/-(Rs.________________________________) from M/s XXXX as per the Terms and conditions of EOI no.
dated____________.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

1.1. Parties have agreed to form a "business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project.

1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.

1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.

1.4. The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.

1.5. RailTel shall submit the PG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly "XXXX" shall submit to RailTel, BG amounting to Rs.____________________as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.

1.6. RailTel may further retain some portion of the work mentioned in the end organization's TENDER, where RailTel has competence so that overall proposal becomes most winnable proposal.

XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per KSITIL document

3. TERM AND TERMINATION

3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the

said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.

3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:

(a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said TENDER.

(b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.

(c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (ora reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.

3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.

3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the TENDER floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that “XXXX” shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements . Accordingly, it is agreed that
notwithstanding anything contained in the TENDER document, “XXXX” shall be liable to RailTel
with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out of or resulting from any claim, action or other proceeding(including any proceeding by any of the indemnifying party's employees, agents or contractors)based upon:

i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;

ii. Unethical business practices;

iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;

iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;

v. any representation or warranty or information furnished by the Party being found to be false;

vi. Parties failure to pay all applicable compensation to its respective personnel;

vii. death or personal injury to any person;

viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;

ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;

x. any third party liability;

xi improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.

9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.

9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

11.1. Each Party represents and warrants to the other Party as follows:

11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, inaccordance with their terms under Applicable Statutory Law(s);

11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party,then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement.

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

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

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

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borneequally between the parties.

15. FORCE MAJEURE

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due

to a Force Majeure Event.The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration ofsuch Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party’s ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to used it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put intouse either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies promotions, customers and related non-technical business in formation which the disclosing party considers to be confidential ("Confidential Information as per TENDER tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

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

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel’s Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which isor will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXXas strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To
RailTel Corporation Of IndiaLimited

To: RailTel Corporation of India Ltd Kind Attn: Executive Director / Southern Region
Address: 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500 016 No.: +91-40-27788000

To
XX
XX

To:
XXXX

Kind Attn: ______________________Address:
____
____
Mob. No.: ______________________Email:

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shallin any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

21.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2. Counterpart:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. Non-Partnership:

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal- agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited For XXXX

Authorised Signatory Authorized Signatory

Name:
Name: Designation:
Designation:

In Presence
of witness:

Signature:
Signature: Name:
Name: Address:
Address

Signature of Bidder ……………………….
Name: ……………………………………
Designation …..
Place: …………………………………
Date: …………………………………..

Seal of BA Organization

Annexure 12

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.3100/-.The paper has to be in the name of the BA) **

I____ (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents), M/s
(hereinafter called the BA) for the purpose of the EOI documents for the work of
_ as per the EOI No. ………..of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.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 EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, 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 EOI by me/us are correct andI/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 EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be emd rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect atany 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

VERIFICATION

SEAL AND SIGNATURE OF THE BA

I/We above named EOI 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 SIGNAURE OF THE BA Place:
Dated:

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

Signature of Bidder ……………………….
Name: ……………………………………
Designation …...
Place: …………………………………
Date: …………………………………..

Seal of BA Organization

SOUTHERN RAILWAY

Stores Department

TENDER CONDITIONS
FOR
ELECTRONIC TENDERS

Part-A - INSTRUCTIONS TO TENDERERS

1.0 On behalf of the President of India, the Principal Chief Materials Manager, Southern Railway, New Joint Office, Ayanavaram, Chennai 600-023 (hereinafter referred to as the Purchaser), invites electronic tenders for the supply as set forth in the **Notice Inviting Tender** and "Item details" page attached with each electronic tender "**Financial Rate page screen".** The instructions given are applicable for all electronic tenders invited by various offices of Stores Department working under the administrative control of Principal Chief Materials Manager, Southern Railway.

1.1 The tenderers are requested to carefully go through these Instructions to Tenderers and all the conditions mentioned in para 1.3 & 1.4 appended with the e-tender Documents. By submitting the quotation, they undertake to abide by all types of conditions specified at para 1.4. The tenderers digital signature on the E-Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the documents as well as tender schedule, comprising of techno-commercial offer form (including special conditions attached to E-Tender) and Financial offer form, unless specific deviation is quoted in the techno-commercial offer form.

1.2 Electronic offers received before due date and time (IST) of tender opening in the Electronics Tender Box available in website www.ireps.gov.in will only be considered. Any offers received through manual / fax / e-mail etc will not be considered and will be treated as invalid offers.

1.3 The contract, if placed, shall be governed by (i) IRS Conditions of Contract (ii) Tender Conditions of Southern Railway (iii) Special Conditions applicable to a particular tender as given under the respective links in the home page of the Indian Railway e- procurement portal **www.ireps.gov.in → public documents → Goods & Services.**

1.4 E-Tender document essentially consists of the following : –

Sl.No.	Document / Form
i	IRS conditions of contract as uploaded in www.ireps.gov.in portal under Railway Board document link
ii	Tender Conditions for Electronic Tenders
iii	Special Conditions of Contract applicable to particular tender
iv	Techno-commercial Offer Form Including Attached Documents, if any
v	Financial Offer Form / rate page.

The document referred at Sl.No.(ii) is available in IREPS website under the link **www.ireps.gov.in → public documents → Goods & Services.** The vendors may fill the search form with organization as “Indian Railways” , Zone as “Southern Railway” , Department as “Stores” and Admin Unit as “SRHQ” and down load the same if desired and thoroughly study before submission of e-offers.

1.5 Pre-requisites for vendors desirous of participating in e – tenders of Indian Railways

1.5.1 Vendors intending to participate in the e-tenders available in the e-procurement web site www.ireps.gov.in will have to obtain a Class III B type digital signature with Company name from an approved certifying agency. The list of certifying authorities issuing the Digital Signature is available in the website www.cca.gov.in under the link "Licensed CAs".

1.5.2 With the Digital Signature Certificate they will have to register themselves on-line using the link **"New Vendors"** available in the home page of the website duly filling the complete information as required in the web page and attaching their digital signature duly using **"Sign & Submit"** button. Upon registration, the website will provide a registration number, which the vendors may note for future correspondence.

1.5.3 Vendors are advised that CRIS/ NEW DELHI, the Web Master, will require minimum of 3 (three) clear working days to provide with user-id and password which will be sent to their e-mail address provided by them during the registration process. In case of any difference in the information provided by the vendor and that available in the digital signature used during registration, the request will be rejected and an e-mail will be sent duly assigning the reason for rejection.

1.5.4 The digital signature certificate (DSC) are issued with limited currency / validity date. The vendors are required to re-register themselves with the www.ireps.gov.in web site whenever their DSC is renewed.

1.5.5 Before attempting to quote for any tender in IREPS website, vendors are advised to carefully read the Vendor User Manual as available in IREPS website Home page under the link Learning centre.

1.5.6 **Tender Cost:** Tender Cost is NIL. Tenderers are advised to download the tender documents from the IREPS website, which is available free of cost.

2.0 EARNEST MONEY DEPOSIT (EMD) FOR STORES TENDERS:

EMD is taken to prove earnestness of the offer on the part of the tenderers.

2.1 EMD amount shall be mentioned in all tenders irrespective of the nature of tender as per the EMD amount mentioned in clause 2.3 below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or by any tenderer, subject to provisions under **clause 10.4.3 below,** except following: -

(a) (i) EMD shall normally not be called against tenders with estimated value upto Rs.25 lakhs (including single tenders, global limited tenders).

(ii) If considered necessary, authority competent to issue tender may incorporate the condition to call for EMD even in such tenders, on case to case basis.

(b) Micro and Small Enterprises (MSEs) registered for the tendered item in terms of Railway Board's letter No.2010/RS(G)/363/1 dated 05.07.2012

(c) Other Railways and Government departments in terms of Railway Board's letter No. 2004/RS(G)/779/11 dated 24.07.2007

(d) Indian Ordinance Factories in terms of Railway Board's letter No.92/RSS(G)/363/1 dated 08.04.1993

(e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No.2003/RS(G)/779/5 dated 10.09.2004

(f) Vendors registered with Railways for the trade group of the item tendered

(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE subject to approval status being valid on the date of tender closing

(h) Vendors registered with Railway for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items

` (i) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

2.2 Offers submitted without EMD shall be summarily rejected.

2.3 Amount of EMD:-

Estimated value of tender	EMD (rounded off to nearest higher Rs.10 (ten)
Above Rs.25 lakh and upto Rs.50 Cr.	@2% of the estimated value of the tender subject to Max.Rs.20 lakh
Above Rs.50 Cr.	Rs.50 lakh

2.4 In exceptional cases exemption from seeking EMD shall be decided prior to issue of tender and suitably incorporated in tender conditions.

Exemption shall require personal approval of the authority, on case to case basis, competent to issue the tender based on estimated value thereof, but not below the SAG level including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM.

2.5 **Validity of EMD:** EMD should remain valid for a period of 45 days beyond the final bid validity period, which should also be extended whenever bid validity is extended. No interest will be allowed on EMD.

2.6 Automatic release of EMD wherever due: -

2.6.1 EMD shall be refunded when any one of the following conditions is satisfied:-

(a) After finalization of tender, the bidder is an unsuccessful bidder

(b) Validity of offer expires, and validity extension not sought

(c) Validity of offer expires, and bidder refuses to extend validity of offer

(d) After finalization of the tender, successful bidder submits required SD.

2.6.2 EMD of bidders or tenderers shall be released immediately after it is due for release as per above criterion. The Purchaser may initiate the process of release just after the EMD is due for release.

2.7 **Forfeiture of EMD:** When a supplier undertakes to keep the offers valid for a certain period but either withdraws the offer or revises the same within validity, the purchaser gets a right to forfeit the EMD.

2.8 **Procedure for claiming exemption of EMD:** The firm claiming exemption from EMD should clearly indicate valid reasons for such claim duly attaching scanned copies of relevant documents with their e-offers. The tenderers request for adjustment of EMD relating to their earlier tenders will not be considered. They will have to deposit EMD afresh for each tender

2.9 **Procedure for payment of EMD :**
The Procedure for Submission of Earnest Money is given below:

2.9.1 If not exempted, they will have to remit the EMD through
(i) Payment Gateway Facility, or
(ii) Manual Mode of Payment.

2.9.2 Payment gateway facility: Vendors can remit the Earnest Money deposit cost online using their own valid credit card / debit card (in lieu of cash). Vendor can use payment gateway option as is available on the website for E-tendering by using the $ action button on tender search result page and fill & submit required data about amount, bank, credit / debit card details in the menu driven screens which are as per approved guidelines of RBI.

2.9.3 Manual Mode of Payment: In this case the vendors can submit the details of demand draft towards EMD as follows :-

2.9.3.1 Vendors can search for the relevant tender using the link **"Search Tender"** provided in their home page after logging into the system using their valid Username and Password.

2.9.3.2 On retrieving the tender details, they can click on the "Submit Payment Details" icon under "Actions" Column to enter the Submit Payment Details Page. They will then select the Instrument Type and fill the columns Instrument No, Date, Issuer Bank Details (Bank Name & Branch) and Remarks if any. They can then click **"Sign & Submit"** button and append their digital signature. On completion of the details, vendors will have to upload scanned copy of the instruments toward Earnest Money under Sl.No."(E) Attach Document" in the Bid Process (Techno Commercial Bid Details)".

2.9.3.3 **<u>Vendors are advised to send the DDs / Instruments towards EMD under Registered Post / Speed Post / per bearer to the Office of the Principal Chief Materials Manager, New Joint Office, Ayanavaram, Chennai - 600023 duly indicating the Tender Number, Tender Type and Tender Closing Date on the reverse of the instruments. They should also superscribe "Cost of EMD for Electronic Tender No. ----- Type : and Closing Date, on the envelope</u>**

3.0 <u>INSTRUCTIONS FOR FILLING OF TENDER SCHEDULE</u>

3.1 The tenderers can submit on line ELECTRONIC OFFERS by visiting Indian Railways Electronic Procurement Portal at the address **<u>www.ireps.gov.in</u> → Login → E-Tender-Goods & Services.** and submit online offers after logging into the website by giving their User-id / Password and valid Digital Signature Certificate.

3.2 The tenderers after logging into the system can use "Search Tender" option to search for the required tender. They will have to select the " **<u>Submit Payment Details</u>** " button for EMD if not exempted and enter their Instrument details and '**<u>sign and submit'</u>** the same using their Digital signature Certificate.

3.3 The tenderers will have to then select the "**<u>Enter to Bid</u>** " button to submit their bid details. They can select following TAB PAGES one by one, fill the same and '**<u>sign and submit'</u>** using Digital Signature Certificate.

Sno.	Tab Page	Sno.	Tab Page
1.	General	6.	Performance
2.	T & C (Terms & Conditions)	7.	Documents
3.	Eligibility	8.	Responsiveness
4.	Compliance	9.	Financial Offer
5.	Deviation	10.	Submit Bid

3.4 a) The commercial offers must be filled and submitted in the prescribed standard " **Financial Offer "** screen available in the website and should be attached using valid Digital signature (Class III b with Company Name) obtained from an approved

5

Certifying Agency. On completion of Bid process (Financial Offer) the system generates a ' **unique Bid-id '** which the vendors can print for future reference.

b) Tenderers are advised to quote their rates in the prescribed columns, only in single currency.

3.5 a) All the mandatory fields of the Techno-commercial Offer Form and Financial Offer Form (i.e. Rate page) including basic rate, GST as applicable for tendered item, freight and any other charges have to be filled up by the vendor. If the vendor quotes GST 'inclusive', they should specifically mention the % of GST included in the price.

b) The tenderers should strictly quote their rate for the unit specified in the Tender Schedule only. Rate quoted for any other unit other than specified in the tender, shall be summarily rejected.

c) Vendors are advised not to enter any **rate element (including discount)** in the remarks column available in the Financial Rate Page. Please note that any rate / discount mentioned in remark column or mentioned elsewhere in any attached document will not be taken for calculation of all inclusive rate and inter-se ranking / evaluation purpose.

3.6 The system will prompt the vendors to attach their DSC whenever they click any of the "**Sign & Submit**" button available in the "**Tab page"** and it is mandatory for the vendors to use their Digital Signature Certificate to attach their digital signature.

3.7 **Preparation of Performance Statement Off line and Uploading On-line :** The vendors can also prepare their performance statement off-line in the prescribed format given in the performance tab and attach the same under performance tab using their DSC.

4.0 CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH E-TENDER :

The Vendors are advised to fill "Compliance to special tender conditions / Checklist" with each offer by specifically stating "Yes" or "No" against each special condition / Checklist and in case of a "No", must fill reason for not agreeing with that special condition / Checklist in the remark entry box as provided therein.

1	Proof of for having paid EMD scanned copy **OR** Scanned copy of Valid and current NSIC Certificate, together with classification list duly highlighting the tendered items.
2	Scanned copy of approval letter from RDSO/ CORE/ PUs etc i.e the Approving Agency's indicating current validity along with approval of their QAP etc, wherever restricted procurement from approved sources. **OR** Scanned Copy of their Registration Certificate with Southern Railway with Registration Number, monetary value limit, currency thereof and trade groups for which registered.
3	Performance statement against Railway Orders for supply of same or similar

	items as per **performance tab** of the Tender Schedule along with copies of such POs. Correct status / supply position of pending orders and inspection certificate/ Receipt Note for completed PO.
4	Details of Machinery and Plant, other Equipments, Testing facilities, Quality Management /Control Systems and details of Technical manpower available as per Annexure-1.
5	Scanned Copy of Permanent Account Number (PAN) from Income Tax Department
6	If authorized agent of OEM, Tender specific authorization letter from OEM / principal with required undertaking as per eligibility criteria from OEM as well as dealer.
7	Scanned copy of NEFT mandate for payment purpose.
8	Clause wise compliance to specification / Tender Conditions wherever required.
9	Deviation Statement from technical specification & commercial terms and conditions if any.

5.0 ORIGINAL OFFER AND REVISION THERE OF :

5.1 The vendors can submit a **revised commercial offer** any time before the stipulated opening date and time and in such case the last revised offer submitted at a later time and date shall be considered as the offer **superceding** all the previously submitted offers for that item / items of the tender.

5.2 The Vendors in their own interest are advised to visit the **www.ireps.gov.in** web site regularly and check for corrigendum if any and submit revised offer wherever warranted.

6.0 OPENING OF E-TENDER BOX AND VIEWING OF TABULATION STATEMENT

6.1 Electronic Tender boxes are managed by CRIS in the secured Server duly Time locked (as per IST) and available 24 hrs x 7 days a week. Tenderers are advised to ensure that their electronic -offer is submitted well within stipulated date and time. Electronic offers if attempted after the pre-stipulated date and time will not be accepted and vendor will be notified that **'You cannot submit offer as you are late".** No **Manual** / Late / Delayed offers are permitted or received against an Electronic Tender. E-tenders can be opened only after stipulated opening date and time with secured digital permissions of minimum two authorised Railway officials using their secured Digital permissions and passwords and also their own digital private keys as obtained from Govt. of India approved Certifying Agency. Electronic offers are first decrypted and verified for establishing the Legal identity of digital Signer of each electronic offer / offers. Once decryption , verification and acknowledgement of digitally signed offers is complete, vendors can directly view and access details from the website links such as "View Tabulation". On line tabulation statement of all electronic commercial offers can also be downloaded by participating vendors for their records.

6.2 The vendors are not required to attend the tender opening. All participant vendors who have submitted valid electronic offers can view their Financial and Techno-commercial Tabulation Statements from any remote location using internet access by visiting the website www.ireps.gov.in and also view their own offer details as well as the Tender Tabulation statement which is generated based on **all inclusive rate** per unit of all the commercial offers as electronically received.

6.3 In case of any technical problems arising during the electronic tender opening process or if the tender opening date is declared as holiday by Government of India, the tenders due for the day will be opened on the next working day.

7.0 **QUOTATION OF RATES:** Rates quoted in Financial Rate Page of e-tender shall only be considered.

a) The tenderers should quote strictly in accordance with the columns/fields provided in financial rate page of e-tender viz. separately basic price, unconditional discounts, packing charges, GST as applicable and Freight charges up to destination applicable per each unit. If quoted as one lumpsum amount, separate break up for all elements should be mentioned. Any other charges should be quoted in absolute value as specified in column / field of “Other Charges” of financial rate page e.g. insurance charges, forwarding charges. The basic rate should be quoted in units as per e-tender schedule which does not permit any other units.

b) Tenderers should offer discount only at the discount column available in the Financial Rate Page.

8.0 Quotation in Foreign Currency: The tenderer should quote in INR, unless otherwise specified.

9.0 **Statement of Deviations :**The tenderer should quote deviation to item description in the deviation

1. Technical deviations from tendered specification should be clearly stated in deviation statement.
2. The deviations if any from IRS conditions of contracts & special conditions of tender should also be clearly stated in the deviation statement of e-tender / offer.
3. The offers with deviations in IRS/Special Tender Conditions are liable to be ignored / rejected.

4. If the tenderer does not quote any deviation, it will be construed that the tenderer has quoted for the tendered description and accepted all the conditions.

10.0 Security Deposit (SD) / Performance Security for Stores Contracts :-

SD is taken towards Security for due fulfillment of the contract by the supplier.

(i) The following instructions in Para 10.0 (ii) to 10.0 (iv) shall be applicable for all tenders issued till 31/03/2023

(ii) All tenders/ contracts issued/ concluded till 31/03/2023 shall have performance security as discussed in succeeding Paras 10.0(A) to 10.2.1 or 3%, whichever is lower.

(iii) In all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond 31/03/2023

(iv) Wherever, there is compelling circumstances to ask for Performance Security in excess of three percent as stipulated above, the same shall be done only with the approval of the next higher authority to the authority competent to finalise the particular tender, or the concerned Board Member, whichever is lower. Specific reasons justifying the exception shall be recorded. In such cases performance security shall be applicable as discussed in succeeding Paras 10.0 (A) to 10.2.1

(A) There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following:-

(a) The Store contract cases of value upto Rs.25 (twenty five) lakh
(b) Other Railways and Government departments in terms of Railway Board's letter No. 2004/RS(G)/779/11 dated 24.07.2007
(c) Indian Ordinance Factories in terms of Railway Board's letter No.92/RSS(G)/363/1 dated 08.04.1993
(d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No.2003/RS(G)/779/5 dated 10.09.2004
(e) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting SD. KVIC and ACASH shall be exempted from SD for items supplied by them.
(f) Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for orders valued upto their monetary limit of registration.
(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE subject to approval status being valid on the date of tender closing

(h) Vendors registered with Railway for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.

Note:

Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instructions.

10.1 The tenderers request for adjustment of SD relating to their earlier tenders / contracts will not be considered. They will have to deposit SD afresh.

10.2

Contract value	SD (rounded off to nearest higher Rs.10 (ten)
Above Rs.25 lakh and Upto Rs.50 Cr.	@5% of contract value subject to Max. Rs.50 lakh
Above Rs.50 Cr.	Rs.1 Cr.

10.2.1 Railways are permitted to raise the upper ceiling of SD, upto 10% of the contract value in **high value cases**.

10.3 <u>Validity of SD</u>: Security Deposit (SD) shall remain valid for a period of 60 days, beyond the date of completion of all contractual obligations of supplier. The validity of SD should be extended, wherever delivery period of the contract is extended. No interest will be allowed on SD.

10.4 Time for deposit of SD

i. SD from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the purchaser.

ii. Authority competent to condone delay in submission of SD shall be SAG for cases upto acceptance power of SAG. PHOD/CHOD shall have full power for such condonation.

Condonation shall be on case to case basis.

10.4.1 In the event of successful tender(s), failing to deposit/submit SD in acceptable form within the prescribed period as aforesaid, the EMD submitted by such successful tenderer(s) shall be automatically adjusted towards SD.

10.4.2 In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawal of offer by the tenderer as per extant instructions.

10.4.3 i. All vendors exempted from submitting EMD, as per Para 2.1 above, irrespective of type of tender, ie. single, limited or open, shall be required to sign a bid securing declaration as per Annexure 9 to this instruction.

ii. There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.

iii. Authority competent to approve the disqualification shall be the tender accepting authority not below the level of SAG including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM, subject to PHOD/CHOD having full powers to approve disqualification.

Iv. The disqualification procedure and all correspondence thereof shall be online and digital. Updation on IREPS shall be done by minimum JAG level officer dealing with vendor registration in the Railway.

v. This para shall not be applicable for Government Departments / ordinance factories / other Railways/ Railway PUs/KVIC/ACASH and matter shall be taken up with them departmentally/administratively.

10.4.4 Wherever SD has been exempted for any reason, and the supplier fails to supply goods as per conditions of contract, as amended from time to time, Purchaser have the right to levy damages from the supplier for failing to comply with contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly.

10.5 **<u>Return of Security Deposit</u>: -**The SD will be refunded to the supplier after execution of contract in all respects, against submissions of completion certificate and no claim certificate declared by the depot officer in the last receipt note of every stock item received.

10.6 **<u>Forfeiture of SD</u> :** The tenderers may specifically note Paras 0502, 0503 & 0504 of IRS conditions of contract in regard to forfeiture of SD.

10.6.1 In the event of any breach on the part of the Contractor of the terms of the contract, or of the Contractor causing loss to the Railway Administration through fraud, negligence, or any other action (direct or contributory) of failing to pay on demand to the Railway Administration any amount which he shall be liable to pay under or by virtue of these conditions or by-law, the President of India through PCMM shall be at liberty either to confiscate the Security Deposit or to appropriate to the payment of such amount, either the whole of Security Deposit or so much there of as may be necessary to satisfy its claims and the Contractor shall pay forthwith to the Railway Administration, such sum or sums, of any amount as may be required to replace the amount so appropriated by the Railway Administration. If the Security Deposit shall be insufficient to pay the whole of such amount due by the Contractor it shall be lawful for the Railway Administration to recover any such balance by deducting the same from any amount then due or to become due by the Railway Administration to the Contractor under or by virtue of the contract or otherwise by instituting legal proceedings against the Contractor.

10.6.2 No interest shall be payable on security deposit. The purchaser shall be entitled to deduct from the said deposit any loss or damage which the purchaser may be put to by reason of any act or default committed by the contractor and to call upon the Contractor to maintain the deposit as its original limit by making further deposits. In the event of the contractor failing to make and to maintain a security deposit in the manner aforesaid, the purchaser shall be entitled to cancel the acceptance of Tender

10.6.3 The Security deposit will be refunded to the contractor on due fulfillment and satisfactory completion of the contract within a reasonable time and on submission of a Clearance Certificate by the Contractor to the effect that the Contractor has received all dues arising out of this contract and that he has no claim whatsoever on the President of India, against the contract.

10.6.4 In severable contracts, each lot constitutes a different contract. In case of failure by contractor to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot.

10.7 Risk Purchase clause shall not be applicable.

10.8 In exceptional cases exemption from seeking SD shall be decided prior to issue of tender (including global tenders). Exemption shall require personal approval of the authority, on case to case basis, competent to issue the tender based on estimated value thereof, but not below the SAG level including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM.

11.0 Acceptable Form of Earnest Money Deposit (EMD) / Security Deposit (SD) :

11.1 The EMD / SD in supply contracts should be in any one of these forms viz., Deposit Receipt, Pay Orders, Demand Drafts, Guarantee Bonds issued by nationalized or Scheduled Commercial Banks, Bonds of Indian Railway Finance Corporation and KRCL Bonds.

11.2 The payment of Security Deposit and Earnest Money in the form of Pay Order / Demand Draft should be made in favour of FA&CAO / Sr.DFM payable at the respective places i.e Chennai, Trichirapalli, Madurai, Trivandrum, Palghat and Salem.

11.3 In addition to above mentioned forms of payment, Security deposit may be paid in the form of Government Securities at 5% below the market value and a deposit in the Post Office Saving Banks also.

12.0 **Performance Guarantee :** As and when required, for Machinery and Plant items and for items requiring specified performance, the tenderer will be asked to give a Performance Guarantee (in the form of a Bank Guarantee as per annexure uploaded on the ireps website) to cover the performance of the item to be supplied. No separate consent will be asked from the tenderers for the same.

13.0 **Bank Guarantee:** In case, Bank Guarantee is submitted by suppliers / contractors, the same should be in the proper prescribed format for Bank Guarantee (BGs) as per annexure available in website under the link **www.ireps.gov.in** → **public documents** → **Goods & Services**. The Bank Guarantees (BGs) to be sent to Office of the Principal Chief Materials Manager, Southern Railway, New Joint Office, Ayanavaram,Chennai-600023 by the issuing bank under registered post (AD).

14.0 **Goods and Service Tax (GST):**

Pursuant to the notification of GST Act 2017, the rate of GST as applicable to the tendered item should be correctly quoted by the tenderer, duly mentioning the HSN code.

a) All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law.

b) Bidders must be registered under GST Act and Rules. They shall invariably quote their GSTIN registration details without fail in their offer.

c) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

d) The offers shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter-se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number.

e) Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.

f) Wherever the successful bidder invoices the Goods at GST rate or HSN number which is different from that incorporated in the purchase order, payment shall be made as per GST rates which is lower of the GST rate incorporated in the purchase order or billed.

g) Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by the higher tax billed as per invoice to match the all inclusive price as mentioned in the purchase order.

h) Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC.

15.0 Payment Terms

15.1 Payment for the stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.

15.2 Tenderers should note that normal payment terms of Railways is 100% payment after Receipt and acceptance of the material at consignee's end, irrespective of stipulation of pre-inspection by any agency.

15.3 In case of proven and approved suppliers with a good track record supply, 95% advance payment on proof of Receipt of the consignment ie. Receipted Challan signed by a Gazetted Officer and Inspection Certificate issued by the nominated inspection Agency as specified in the contract and balance 5% after receipt and acceptance of stores may be considered. No Advance Payment will be permitted against proof of dispatch.

15.4 For dispatch of material by road, it is the delivery challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of receipt for the purpose of payment. For rail dispatch, clear and unqualified RR / PWB will be considered as the proof of dispatch.

15.5 For purchase orders valuing up to Rs 5 lakhs, no advance payment will be made and only 100% payment will be made against receipt and acceptance of the material by consignee i.e., against Receipt Note.

15.6 For Machinery & Plant items: 80% payment will be allowed after receipt of the machine in good and acceptable condition at consignee's end against inspection certificate and the supplier's challan certified by the consignee Gazetted Officer. Balance 20% payment will be made on successful installation, commissioning and testing of the machine and also furnishing of a Bank Guarantee towards warranty obligations of the contractor for 10 % of the value of the machinery or plant.

15.7 All tenderers are advised to indicate their Banker's name and account number in their offers. This information is needed for the purpose of cheque for payment against the contract, being issued with indication of bank account No. etc. to safeguard against misappropriation of cheque. Such information can be submitted in the web page attached with the Payment Gateway link to the e-tender.

16.0 Procedure for Bill Submission by Vendors

a) Stock Items :

i) Where contract provides for advance payment, the supplier should submit the Bill to FA&CAO/S&W office together with Inspection certificate, certified receipted / delivery challan with supporting document such as PriceIndex for PVC Bills,fall clause declaration etc for payment.

ii) In the case of contracts with 100% payment clause, bills in the Railway format accompanied by the Receipt Note duly certified by the consignee are to be submitted to the FA&CAO/S&W, Ayanavaram, Chennai 600 023 for payment. The Supplier's bill will not be passed for payment unless they are accompanied by the Receipt Note duly certified by the Consignee as stated above.

b) Non-Stock items (direct delivery) : For non-stock orders (issued for direct delivery to the Indentors), bill should be submitted by the Supplier in the Railway format in duplicate to the consignee Officer as mentioned in the order, who will forward the same to Accounts Department with certification for satisfactory completion of PO or otherwise.

c) Submission of bills and tracking the status of payments on-line: A new feature has been introduced on IREPS portal to enable Contractors/ Suppliers to view, at any point of time, the status of their bills for payment submitted to Indian Railways against Works, Supply or Service contracts. A user manual has also been prepared for guidance of the Contractors/ Suppliers. The same can be downloaded through the Learning Center link on IREPS Home page.

17.0 Procedure for Payment of Suppliers Bills :

17.1 Payment through NEFT: Southern Railway has introduced payments through NEFT system for quick money transfer to the tenderers account.

i) Tenderer to give consent in a mandate form as given below for receipt of payment only through NEFT.

ii) Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, branch Name & address, Account type, Full Bank A/c Number and IFSC Code as appearing on MICR cheque issued by bank.

iii) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (As mentioned in para (ii) above). The original cancelled cheque duly certified by the bank should be enclosed by the supplier

iv) Firms to attach scanned copy of their mandate form along with their offers if not already executed and send original to FA&CAO/S&W/SR. Purchase orders will not be issued without this mandate forms.

17.2 <u>Format for NEFT mandate Form :</u>

1.	**Supplier Name:(as per Account)**	
2.	**Supplier Address:**	
3.	**Supplier's email ID**	
4.	**Bank's Name**	
5.	**Bank's Branch Name**	
6	**Branch Address :**	
7	**Type of Account (SB/CA/CC etc.)**	
8	**Supplier Account No (as appearing on the Cheque book in full)**	
9	**IFSC CODE (11 Digits) For NEFT**	

18.0 <u>PAN Number:</u> Tenderers to indicate the I/Tax PAN details and enclose a Photocopy of the same.

19.0 <u>Drawings and Specifications:</u>

19.1 Drawings and Specifications if any as indicated in the Tender Schedule can be had on payment from RDSO/ Lucknow, DLW/Varanasi, ICF/Chennai, CLW/Chittaranjan, CME, CEE and CSTE /S.Rly etc.who has issued the drawing.This has to be arranged by Tenderer, before quoting against the tender.

19.2 Counter offer, if any, should be indicated with full details i.e. the Drawing No. &/or specifications No. etc., and scanned copies of such Drawings / specifications should be attached with e-tender, failing which the offer may not be considered. The counter offers are liable to be rejected if there are other offers to specifications tendered for or even otherwise.

19.3 Test certificates of the manufacturers should be furnished along with the supply for such stores for which tests are prescribed in specifications.

20.0 <u>Sample Clause (where samples are called for indeterminate parameters of specification)</u>

20.1 The tenderer should ensure that adequate numbers of sealed samples of same quality as required in the tender schedule, where called for, are received in the office of PCMM before the Tender opening date and time, failing which offers will be rejected summarily.

20.2 Each sample should have a card affixed to it giving particulars of

(a) Firms name and address
(b) Tender Number
(c) Date & Time of Opening of Tender
(d) Item No. of schedule against which tender sample submitted, and
(e) Any other description, if necessary written on it

20.3 Samples should not be sent unless specifically called for in the tender schedule.

In case anything stipulated in the tender conditions are at variance with the special conditions / tender schedule mentioned herein, the special conditions/tender schedule mentioned in particular tender schedule will prevail. If technical specification prescribe any condition involving financial repercussion, which is in conflict with instructions to tenderers, IRS conditions, special conditions of contract (except warranty/guarantee period), then same will be ignored for tender evaluation purpose unless made a special condition of tender.

PART-B TENDER CONDITIONS

1.0 Validity of offers: The tenderers are requested to keep the validity of their offers open for a minimum period of 90 days or as stipulated in the tender. However the administration reserves the right to consider offers with lesser validity period , in case the said firm(s) is / are willing to extend, if so required, validity of their offers for 90 days or as stipulated in the tender.

Offer(s) of tenderer(s) not willing to extend the validity as stated above will be rejected and such tenderer(s) will not have any claim for consideration of their offer(s).

2.0 Quantity to be ordered :

2.1 The Principal Chief Materials Manager / Southern Railway acting on behalf of the President of India is not bound to accept the lowest or any tender, nor to assign any reason for not doing so and reserve to himself the right to accept any tender in respect of the whole or any portion of the items specified in the tender and contractor shall be required to supply at the rate quoted / accepted.

2.2 Railway reserves the right to cancel the tender in whole or order either for full or part quantity tendered without assigning any reason. The rates quoted by the Tenderers for full tendered quantity would be taken as valid for part quantity also.

2.3 Railway also reserve the right to order the tendered quantity or part thereof on an existing contract by operating quantity option clause at lower rates (if available) than the rates quoted in this tender.

2.4 **Option Clause:- (Applicable for tenders wherever specifically mentioned in the tender conditions as applicable) :-**The purchaser reserves the right to increase the order quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract by giving reasonable time / notice for executing such increase to the contractor.

2.5.1 Option Clause can be exercised anytime within the Delivery period, by giving reasonable notice

2.5.2 'Reasonable notice' as mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant Modification Advice to the contract will suffice

2.6 In a contract that provides for quantity option clause, in case Delivery Period is extended either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original delivery period, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

3.0 Eligibility Criteria :

3.1 Ordering on Approved Sources : Railway procure some of the items from approved sources. The Approving agencies such as RDSO / PUs / CORE etc. publish vendor list periodically say by RDSO every six months. Granting of Approval is a continuous ongoing activity, therefore vendor list can undergo changes after opening of tender . The approval status of the firm shall be reckoned as on the date of tender opening and not thereafter. But in case of downgrading /removal / suspension / banning etc after opening of the Tender, such changes will be taken into account while deciding tenders. This however does not apply for placing small quantity contracts on new sources, as their capacity & capability will only be ascertained before placement of developmental order.

3.2 Ordering on Approved Vendors: Wherever there is a restriction policy to procure the item from approved sources, the same will be followed as under:

3.2.1 It may specifically be noted that approval of a vendor only signifies its technical capability to supply the items for which it has been approved / registered and it is quite likely that such vendors differ in terms of capacity, past performance etc. The quantity to be ordered on approved sources, therefore, will be decided duly considering factors such as past performance, capacity, delivery requirements, quantity under procurement, nature of items and outstanding order load etc. and the tender conditions in fair transparent and equitable manner.

3.2.2 Wherever necessary, as per policy of procurement, bulk purchase will be made only from those firms who have been approved by RDSO / Productions Units / CORE etc. Vendors participating in tender shall have such approvals before opening of tender for the items tendered to manufacture and supply the same. The tenderers should attach scanned copies of such approval letters and approved QAP, along with their e-offers.

3.2.3 Minimum 80% of the net procurement quantity (NPQ) shall be ordered on "Approved Vendors"

3.2.4 It is clarified that approved and registered are one and same for the items approved by the nodal agencies such as RDSO / PUs / CORE etc.

3.3 Ordering on new / developmental sources :

(a) If the tendering firm (s) is not approved by RDSO/PUs/CORE, then they must submit their credentials details i.e Machinery and Plant, Testing Facilities, QAP, Technical Manpower etc. to evaluate their capacity cum capability. Failure to furnish requisite credentials details will make their offer liable to be ignored.

(b) The Tenderers to specifically note that there is no policy of placing bulk orders on developmental sources for restricted items, even though firm might have been approved as source under development.

(c) When the vendor approving / registering agency grades vendors only as registered / approved vendors:

The Developmental order can be given upto 20% of the NPQ on unregistered / untried firms about whom Railway is prima facie satisfied that they are capable of executing the order. This 20% quantity will be within the NPQ. However, there may be some cases of procurement of materials where Railways may not be willing to undertake the risk of the failure on the part of the supplier on whom the developmental orders have been placed. In such cases, Railway may go in for increased purchase quantity in consultation with Finance and keeping in view budgetary and other aspects so that 100 percent order could be placed on registered / approved suppliers and quantity not more than 20% of NPQ could be placed as a developmental order outside the NPQ

(d) Where there are not more than three Indian Suppliers categorized as Approved Vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load, etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria. Such orders shall be treated as bulk orders

3.4. **<u>Procurement from (OEM's) manufacturers or authorized agent / dealers</u>:**

OEMs can authorize and give Tender Specific Authorization to its Agent / dealers to quote on their behalf provided the vendor takes full responsibility for the quality of the material including warranty obligation and the inspection of product against Railway's order is carried out at the manufacturer's premises.

3.4.1 (a)(i) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/Product in the same tender.

ii) In a tender, if Indian agent on behalf of the Principal/OEM or Principal/OEM bids simultaneously for the same item/product in the same Tender, then both the offers will be considered ineligible and will be summarily rejected.

(b)(i) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

(ii) If an agent submits bids on behalf of the Principal/OEM and also on behalf of another Principal/OEM in the same tender for the same item/Product, then Both offers will be considered ineligible and will be summarily rejected.

(c) In view of the above, Manufacturer may note that an agent can represent only one firm in a tender and any manufacture cannot submit more than one offer Against a tender through different sole selling agents or one offer directly and Other offers through sole selling agents, in other words, in a tender, either the Indian agent on behalf of the Principle/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same items/product in the same tender. In such a situation all the offers will be rejected. Also a "100% Indian Subsidiary" of the foreign firm cannot bid through another agent. The Relation between the Principal/OEM & Agent or Indian Subsidiary(100% or Otherwise) should be contractually established and clear.

(d) The above conditions shall apply for all types of Tenders.

3.4.2 "In case of imported goods, where the agent directly imports the goods in its own name or by the OEM on whom the order is placed, the submission of copies of import documents (Bill of Entry) is mandatory and the same should accompany the supplies."

3.5 Acceptance of Offers from unregistered and untried firms through advertised tenders :

3.5.1 Where the tendered item is not covered by restrictive procurement policy from approved sources, all unapproved, unregistered and untried firms should furnish along with their quotation the following :

a) The performance statement in the prescribed pro forma given in e-tender regarding supplies made by them against contracts received from other Railways, DGS&D and other agencies for similar stores in the past 3 years.
b) Details of equipment they posses for manufacture of the tendered item including quality control.
c) Details of technical manpower employed.
d) The name and full address of their Bankers and Income Tax PAN number.
e) ISO 9000 / 14000 / 18000 certificates, whichever is applicable.
f) Details of EMD paid and willingness to pay SD

3.5.2 At least 80 percent of the procurable quantity will be covered invariably on the registered / approved suppliers. The balance quantity up to 20 percent could be covered on the unregistered firms whose capacity could not be tried by an educational order earlier but whose offers are competitive and prima facie the Railway is satisfied that they are capable of executing the order.

3.5.3. There may also be some cases where the Administration may consider after due verification that the new supplier who has quoted competitive rate is having the required capacity-cum- capability and in those cases the Railway Administration may place bulk orders on these suppliers straightaway.

3.6 <u>Consideration of unsolicited offers against Limited / Bulletin tender enquiries :</u>

3.6.1 Unsolicited offers received against Limited Tender enquiries and offers from the firms against Bulletin tender enquiries for which they are not registered with the Railways for the tendered items, will normally be ignored. However, Railway reserves the right to consider such offers under exceptional circumstances, where it is felt necessary to consider such offers, on account of - inadequate competition, non-availability of suitable quotation from registered suppliers, urgent demands, capacity / capability of the firm offering to supply the relevant item being known and rates received are reasonable etc.

3.7 Time Preference Orders :

3.7.1 In cases where it is decided to accept a higher price than the lowest tender in consideration / interest of earlier delivery, passing over the lowest acceptable offer , following conditions will apply :

"It should be noted that if a contract is placed on a higher tenderer as a result of this invitation of this tender, in preference to the lowest acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay to the Government the difference between the contract rate and that of the lowest acceptable tenderer on the basis of final price, FOR destination including all elements of freight, sales tax, local taxes, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of Contract."

4.0 **Cartel formation by approved vendors :** The tenderers are expected to quote rates which are most competitive and reasonable, commensurate with market trend in fair competition.

4.1 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.

4.2 Firms are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. Railways, however reserve the right to order any quantity on one or more firms.

4.3 The firms who quote in cartel may note that their names are likely to be deleted from approved list.

4.4 The present policy of distribution of ordering quantities on approved sources and new sources, based on the status of approval obtaining on the date of tender opening will be followed in normal circumstances. However in tenders, where cartel formation is suspected, the purchaser will be free to distribute the ordering quantities in any manner deemed fit in the interest of the administration ignoring the status of approval.

4.5 In the event of the offers conforming to any aspect of the definition of cartel mentioned in "The Competition Act 2002 (12 of 2003)", in addition to the existing remedies, the purchaser also reserves the right to refer the matter to the Competition Commission of India (CCI), which is a statutory body constituted under "The Competition Act 2002 (12 of 2003)", for providing necessary relief to the Purchaser who represent Central Government organisation serving the public. In addition, the purchaser also draws attention of the tenderers to Chapter VI of the "The Competition Act 2002 (12 of 2003)" which deals with Penalties. This will be in addition to other rights and remedies available to the Railway Administration under the Contract and Law.

4.6 Whenever tender is floated with purchase restriction from sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendors list,without any restrictions.

5.0 <u>Splitting of tendered quantity</u>:

5.1 <u>Case of no prior decision to split the order:</u>

Normally full order should be placed on the L1 firm. However, if after due processing it is discovered that the quantity to be ordered is more than what L1 alone is capable of supplying and there was no prior decision to split the quantities then this aspect should be recorded in TC Minutes/Acceptance in direct acceptance cases. The quantity being finally ordered will be distributed among the other bidders in a manner that will be fair, transparent and equitable manner with a specific note of past performance, capacity, delivery requirements, quantity to be procured, nature of the items and outstanding order load etc.

5.2 <u>Case for pre-decided split ordering:</u>

It has to be decided in advance to have more than one source of supply on account of delivery requirements in tender, past performance and capacity, quantity under procurement and nature of the items. Following provision shall be applicable in all such cases of pre-decided split ordering:

5.2.1 The Purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured critically of and lead time of supply of the item, number of established suppliers, their capacity etc.

5.2.2 Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e adequate capacity – cum-capability, satisfactory past performance of the tenderers, outstanding orders load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same / similar) in the manner detailed in the table below:

Price differential between L1 and L2	**Quantity distribution ratio between L1 and L2**
Up to 3%	60 : 40
More than 3% and upto 5%	65 : 35
More than 5% and upto 15%	At least 65% on the L1 tenderer. Quantity distribution will be decided by TC / TAA based on the price differential (i.e) More the price differential more will be the quantity on L1.
More than 15%	No splitting will be done in normal circumstances. However, can be decided by TC / TAA based on the merits of the case.

5.3 If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent / logical / equity based extrapolation of the model as indicated in Para 5.2.2 above.

5.4 There could be situation when between the lowest firm considered suitable for bulk quantity (L1 firm 'A') i.e. for 65% of NPQ and another firm (L4) considered suitable for bulk quantity order, in between there are firms who are considered suitable only for part quantity i.e. for developmental order, splitting will be done between these two firms.

In such cases, developmental orders shall be given its proportion i.e. out of 35% of the balance NPQ, as detailed below:

(a) L2 and L3 firms will be considered for orders within the overall ceiling of 20 % (of 35% of NPQ) based on the price differential between L2 and L3 firms.

(b) L4 firm (Approved / registered) will get balance quantity.

5.5 In cases of pre-decided splitting, if the purchaser decides not to split the ordered quantity, the reason for the same should be recorded in TC Minutes/Acceptance in direct acceptance cases.

5.6 For cases where the Railways / Production Units has entered into ToT/JV agreements, the following clause should be stipulated as tender conditions:
"As the Railway has entered into ToT/JV agreements with ….no. of firms, they reserve the right to place orders on all such ToT / JV agreement partners. However for ratio / proportion of quantity distribution among such agreement partners, conditions as detailed in 4.2.2, 4.3 and 4.4 shall apply with the exception that the aspect of per-se reasonability will not be applicable".

5.7 In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principle of natural Justice and Equity.

6.0 <u>Supply of Materials</u>

6.1 <u>Risk in the Stores :</u> As per IRS conditions of contract para 1501, the contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in possession or control of the Contractor, his agents or servants and the purchaser, his agents or servants, shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender until their delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The contractor alone shall be responsible to make claim against Railway Administration or other Carrier in respect on non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such Carrier by the Contractor for transmission to the consignee or interim consignee as the case may be.

6.2 <u>Terms of Delivery :</u>

(a) Mode of dispatch should be by road.

(b) Suppliers should clearly quote destination wise, with free delivery at destinations.

6.3 <u>Delivery Schedule</u> :

(a) Firms are required to quote in accordance with delivery requirement as per tender. In case of major deviation, their offer is liable to be ignored.

(b) The delivery period quoted by the firm should be very specific and cogent instead of vague terms like 2 to 32 weeks or 2 to 10 months. Such offers will be considered with longest delivery period for the purpose of tender evaluation. Such offers are liable to be ignored in preference to offers with earlier deliveries.

(c) Railway prefers deliveries in installments. Therefore firm should quote supplies in installments, they intend to deliver and with completion date / month, so that contract can be made severable.

(d) Delay & Default by Supplier*:* If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Railway may without prejudice to other rights :-

(i) Will recover from the contractor, as agreed, Liquidated Damages and not by way of penalty, a sum equivalent to **@1/2% (half percent)** of the price of the store (including elements of taxes, duties, freight, etc) **per week or part of the week** during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (ten percent) of the **value of contract** irrespective of delays, unless otherwise provided, specifically in the contract.

6.4.<u>Default to supply the material:</u> In case, the tenderer after placement of the purchase order, defaults to supply the material within the delivery date / extended DD, the purchaser reserves the right to initiate action as under :

A. Wherever SD has been taken, in respect of orders, for Safety as well as non-safety items, SD will be forfeited & unsupplied quantity will be procured independently without risk and cost of the original firm / supplier of the defaulted contract. In these cases, adverse performance of the supplier will be recorded and intimated to the approving agencies (i.e RDSO/ PUs/CORE/NSIC etc) wherever applicable, which shall be taken into account in future tender.

B. Notwithstanding anything contained herein the Railway Administration shall be at liberty to forfeit the Security Deposit or recover and adjust from the Security Deposit and other amounts of the Contractor that may be lying with the Railway, any loss suffered on account of the breach of contract arising on account of refusal or failure on the part of the Contractor to perform the contract.

7.0 <u>Inspection Clause :</u>

7.1 Final inspection & acceptance of material will be done by the consignee after its receipt.

7.2 Pre despatch inspection will be by RDSO/RITES/consignee at Railway's option as per Tender Enquiry. Tenderers to quote clearly their inspection clause and the address of premises for inspection. No change in inspection at a later stage will normally be considered.

7.3 Material peculiar to Railway such as parts and fittings of rolling stock except raw material, which have been found rejected during inspection and which could not be rectified, are to be defaced by the inspecting authority to avoid recycling of such rejected material and to avoid ultimate failures of assets. All such rejected materials peculiar to Railways will be mechanically defaced to prevent sale to Railways again.

7.4 In case the firm fails to offer the material for inspection against inspection call issued to inspection agency or if the material have to be re-inspected due to rejection of the material at the firm premises by the inspecting agency or due to non-despatch of material within validity of inspection certificate, then 50% of the inspection charges applicable for the offered quantity subject to maximum of Rs 5,000/- and actual test charges incurred will be paid by the supplier to the inspecting agency.

7.5 For authorised dealers/ Agents the inspection of material will be done at the manufacturers premises only.

7.6 All articles ordered are subject to inspection, test and approval by an officer of this Railway irrespective of any other inspection indicated in the Purchase Order. Supplies not in accordance with the order will be rejected and the Principal Chief Materials Manager will be at liberty to cancel the order and re-purchases at the risk and cost of the defaulting firm. Cost of test on supplies rejected will be recovered from Suppliers. The Test Report of the Railway will be final and binding on the Contractor

7.7 The tenderers to specifically note that :-

7.7.1 In cases where only a portion of the stores ordered is tendered for inspection at the fag of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract at the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions :-

7.7.1.1 The purchaser has the right to recover from the contractor under the provisions of clause 0702 (a) of I.R.S. conditions of Contract liquidated damages or the difference in rate if the same material is purchased at a cheaper rate (with the consent of the firm)- which ever is higher, on the stores which the contractor has failed to deliver within the period fixed for delivery.

7.7.1.2 That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in Contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

7.7.1.3 That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of delivery stipulated in the Contract shall be admissible on such of the said stores that are delivered after the expiry of the delivery period stipulated in the Contract.

7.7.1.4 But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other ground as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the contract.

7.7.2 The contractor shall not dispatch / deliver the stores till such an extension in terms of para 1 (a) to (d) above is granted by the Purchaser & accepted by the contractor. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to subject to conditions para 1 (7.7.1.1. to 7.7.1.4) above.

7.7.3 In case where the entire quantity has been tendered for inspection within the delivery period stipulated in the contract and the purchaser choose to grant an extension of the delivery period the same would be subject to the conditions (7.7.1.1. to 7.7.1.4) mentioned in Paragraph 7.7.1 above.

8.0 <u>Price Variation Clause</u> :

8.1 Railways, in general, prefer firm price contracts.

8.2.In a tender, where no price variation has been incorporated by the Railway in the tender schedule, tenderers are to quote on firm price basis. Offers with Price Variation Clause in such a tender will be summarily rejected.

8.3.However, there may be cases of procurement of stores, which are raw-material (Steel/ Non-Ferrous) intensive, wherein the tender schedule itself will indicate Price Variation clause along with the PVC formula, generally based on following Price Variation Clauses:-

a) IEEMA PVC for the items covered by IEEMA formula.

b) Railway Board's/CORE's PVC for items covered by such formula.

c) DGS&D's PVC for the items which are covered by such formula etc.

d) PVC based on prices of HCL, HZL, SAIL, LME, BME etc.

e) PVC based on WPI

f) For those items, which are not covered by any of the aforesaid PVC, other PVC specific for such stores (e.g. Import items subject to variation in CD/FE) may be considered , if found to be in order.

8.3.1 In tenders floated with PVC by Railways , tenderers are advised to quote as per specific PV formula given in the tender schedule. **Offers with deviation in the PV formula other than the one as prescribed in the tender schedule will be summarily rejected. Offers from tenderers quoting with fixed price, where Railway has incorporated pre-defined PV formula, will be summarily rejected.**

8.4 Tenderer who quote with price escalation on account of raw material in the tenders will please note that such escalation claims will be subject to verification by the Financial Adviser and Chief Accounts Officer of the Railway with reference to the records that may be called for from them. Successful tenderer will be required to produce complete records, at the time of submission of bill for verification / examination of their claims under price escalation before their claims are accepted. If the tenderer fails to establish his claim by producing unsatisfactory records before the FA & CAO of this Railway, their claim will be disallowed and/ or proportionately reduced.

8.5 In case of entire or severable contract, with staggered delivery schedule, the PVC claims if any, will be restricted for that particular quantity of supply required to be completed in that period, as indicated in the original delivery schedule, irrespective of the fact, whether the supply has been made/completed subsequently, within the overall delivery schedule of the contract.

8.6 In case of tenders floated with PVC in tender schedule, all the offers shall be updated based on indices as prevailing one month(i.e.30 days) prior to the date of opening(excluding the date of opening) for PVC updation purpose. Evaluation of offers and determination of inter-se ranking will be based on updated offers as on one month (i.e.30 days) prior to the date of opening of the tender(excluding the date of opening) .

8.7 In all other cases, evaluation and determination of interse ranking will be done as on the date of opening.

9.0 Price Fall Clause

9.1 Applicable only to Rate Contracts

9.1.1 Fall Clause shall be applicable only to Rate Contracts and shall not be applicable to Fixed Quantity Contracts including Running Contracts

9.1.2 The Text of fall clause **For Fixed quantity contracts / Running Contracts** is as under :

" The price charged for the stores supplied under the Contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any persons / organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking, as the case may be during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate."

"If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduced."

9.1.3 The Contractor shall furnish the following certificate to the concerned Account Officer along with each bill for payment of supplies made against the contract.

"I / We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered / sold by me/us to any person / organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract. "

9.2 Price Fall Clause is applicable only to **Rate Contracts** as per text in para 9.1.2 above :

9.2.1 Besides, the above stipulation will however not apply to :

(a) Exports by the Contractor

(b) Sale of goods as original equipment at price lower than the price charged for normal replacement

(c) Sale of goods such as Drugs which have expiry dates.

9.2.2 The Contractor shall furnish the following certificate to the concerned FA & CAO along with each bill for payment of supplies made against the Rate contract.

"I / We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered / sold by me/us to any person / organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be, up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the Government under the contract for quantity of Stores Categories under sub clauses (a), (b) and (c) of Sub para 9.2.1.

9.2.3 Note:- The contractor will also inform the FA&CAO concerned and Principal Chief Materials Manager as soon as supplies against all orders placed against the rate contract are completed.

10.0 <u>Book Examination Clause :</u>

10.1 The tenderers are to agree for the Standard Book Examination Clause as stated below. In case the tenderer do not agree to this clause, it is made clear that under Section 209-A of Companies Act, the Government have got powers to examine the book of the company. The Book Examination Clause can be invoked wherever it is felt by the purchaser that the rates quoted by the firm is unreasonable with due regard to the previous purchase rates, price trends intrinsic worth of the items.

(i) The contractor shall whenever called upon and requiring to produce or cause to be produced for examination by the Government Officer duly authorized in that behalf, any cost or other account book of account voucher, receipt, letter, memorandum paper and writing or any other copy or extract from any other such documents and also furnish information relating to such transaction and produce before the duly authorized Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information or return being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligation of the Contractor under any statue, rules or orders shall be binding on the contractor.

(ii) The Contractor shall, if the authorized Government Officer so requires (whether before or after the prices, have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractors works for the purpose of examining the process of manufacturing and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorized Government Officer shall have the power to examine all the relevant book of such sub-contractor or any subsidiary or allied firm or company and it shall be opened to his inspection as mentioned in clause (1).

(iii) If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the purchaser shall have the right to reduce the price and determine the amount to a reasonable level.

(iv) Where a contract provided for book examination clause the Contractor or its agency bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or his agencies calling for the production of documents as under clause (i) above. In the event of Contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgement of the purchase which would be final and binding on the Contractor and his agencies.

11.0 **Warranty / Guarantee period :** Warranty / Guarantee clauses as per IRS Conditions of Contract are normally applicable. The contractor should guarantee that the said goods / stores / articles would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever will be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the purchaser.

11.1 The warranty clause, wherever mentioned in the technical specification of the item under procurement, if at variance with the standard warranty clause prescribed in IRS conditions of contract, the warranty clause as per technical specification will prevail.

11.2 For Machinery & Plant etc., the Tenderer should abide by the following Guarantee Clause:--

The Contractor guarantees that the Stores which he supplies will be built fully in accordance with Specifications and will operate properly. In all cases the Contractor guarantees that his design would strictly follow the drawings with modifications if any that are notified in respect of each type. The Contractor further guarantees that the Stores will be free from defects in material and workmanship provided that the Contractor's liability in this respect shall be limited to the furnishing and installation or replacement parts free of any charge, of the repair of defective parts only to the extent that such replacements or repairs are attributable to or arise from faulty workmanship or material, or design in the manufacture of the stores. All replacement parts shall be shipped by the contractor C.I.F Indian Port, from which point the purchaser shall clear through customs and deliver at his expense to inland destination. If the contractor so desire the replace parts can be taken over by the Representatives in India for disposal as he deems fit, within a period of three months from the date of receipt of replacement parts. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

It shall be a condition of the guarantee hereunder that any defects complained of shall be brought to the Contractor's attention within a reasonable time of their being first discovered. The guarantee herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way so as to affect its strength, performance or reliability, or to any defect to any part due to misuse, negligence or accident.

The guarantees herein shall expire in respect of each item of stores, on the expiration of 30 months from the date of its delivery in India or 24 months from the date of its placing in service whichever is earlier, except in respect of defects notified to the Contractor prior to expiration of such date. All replacements and repairs that the Purchaser shall call upon the Contractor to deliver or perform under the guarantee shall be delivered and performed by the Contractor promptly and satisfactorily.

Any approval or acceptance by the Purchaser of the stores or of the materials incorporated therein shall not in any way limit the Contractor's liability hereunder. The decision of the Purchaser in regard to Contractor's liability under the guarantee shall be final and conclusive.

12.0 <u>Negotiations :</u>

In case of negotiation, the tenderer will have to depute their authorized representative to attend the negotiation along with proper authority letter, who can take on the spot decisions as may be required in the matter. They have to give the following declaration before the negotiation:-

"**DECLARATION**

I ………………………….. do hereby declare that in the event of failure of the contemplated negotiations relating to Tender No………………………. opened on ………………….. my original offer shall remain open for acceptance on its original terms and condition upto …………………

I also declare that I am aware that during this negotiation, I cannot increase originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rate during negotiation alone would be considered and for some items if I increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly."

13.0 Evaluation of the offers : The Inter-se position of all offers received will be decided item wise / consignee wise unless stated otherwise in the tender schedule.

(a) Rates quoted without any condition attached (viz. discounts having linkages to minimum order quantity, prompt payment, prompt Receipt Note etc.) will only be considered for tender evaluation purpose. Thus discounted rates - linked to minimum order quantities and prompt payment etc will be ignored for calculating inter-se position. Southern Railway however reserves the right to use the discounted rate / rates if considered workable and appropriate for counter offer to the successful tenderers. Though the rates without any conditions attached will only be considered for evaluation purposes, this does not preclude Southern Railway from making counter offer of rates of any of the discounted offers.

(b) The tenderers should note that tender quantity is only approximate and subject to variation at the time of actual finalisation of the tender. Moreover, as per the terms and conditions of the tender, the purchaser also reserves the right to accept the offer for the full quantity or part thereof tendered.

(c) All inclusive cost comprises of Basic Rate, Excise Duty, Sales Tax, Packing charges, Forwarding charges, Insurance (if any) and Freight charges up to destination and any other charges quoted by the Tenderer. This will be calculated by the e-procurement system and displayed in tabulation statement.

(d) All offers will be arranged in ascending order of the all inclusive cost as calculated by the System.

(e) Time preference orders on higher tenderers with assurance of earlier delivery in preference to lowest acceptable offers with longer delivery can be placed by Southern Railway in case of emergency / urgent requirement.

(f) Any conditions in the e-offers, involving financial angle, if stipulated elsewhere other than "financial rate page" will not be taken into account for tender evaluation purpose and decision making, as the e-procurement system can not calculate all inclusive cost in such cases.

(g) For any statutory variations such as Excise Duty and Sales Tax announced by the Central Government the inter-se ranking of the offers shall be evaluated as per the tax regime as applicable on the date of tender opening.

14.0 Marking of material Supplied : The contractor should indicate the Manufacturers Name / Month and Year of manufacturing / Purchase Order Number by process of Stamping / etching / embossing as appropriate or as specified in specification, in order to identify the suppliers in case of premature failure of the materials in actual use. The location of these identification should be such that they do note get obliterated on wear and tear and without affecting the functional utility and structural stability of the components / materials.

15.0 Purchase / Price Preference Clause :

15.1 There will not be purchase preference for products and services of central CPSE except for preferential purchase policies framed for specific sectors like MSEs/ SSI Sectors separately as per the Government policy from time to time. The public procurement policy on MSEs envisages certain benefits/preferential treatment to micro and small enterprises(MSEs) for their participation in Governmetn procurement as per guidelines of Govt. of India.

15.2 In order to extend the benefit/ preferential treatment to eligible MSEs, the following conditions apply:

(I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

i) District Industries Centers
ii) Khadi and Village Industries Commission
iii) Khadi and Village Industries Board
iv)Coir Board
v) National Small Industries Corporation
vi) Directorate of Handicraft and Handloom
vii) Any other body specified by Ministry of MSME

(II) The MSEs must also indicate the terminal validity date of their registration.

Failing (I) and (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.12.

15.3 At present, the benefits extended to MSEs as per Public Procurement Policy are as below and the web address of MSME is www.domsme.gov.in

(i) Tender sets shall be provided free of cost to MSEs registered with the agencies mentioned in 14(b) for the item tendered.

(ii) MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money.

(iii) In tenders, participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation, where L1 price is from someone other than a MSE and such MSEs can be together ordered upto 25% of value of net procurable quantity.

(iv) In case of tendered quantity / item cannot be split or non-divisible, etc. MSE quoting price within price band L1+15% may be awarded full / complete supply of total tendered value to MSE, considering the spirit of policy for enhancing the Government procurement from MSE.

(v) The start-ups and MSME firms are exempted from condition of prior turn over and prior experience in all public procurements subject to meeting of quality and technical specification

(vi) The sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by women the sub-target shall be 3%, out of the total 25%.

15.4 For availing the facilities as above, the tenderers are required to upload scanned copies of relevant documents indicating details of registration along with validity, name of the registering organization and details of the item, details of ownership etc, failing which the tender case will be decided based on the available documents.

16.0 Public Procurement (Preference to Make in India) Order, 2017 - Revision

The Revised Public Procurement (Preference to Make in India) Order, 2017 dated 16.09.2020 issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Government of India shall be applicable for all tenders issued by this organization, except where estimated value is less than Rs.5 lakhs.

(a) Local content:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

(b) (i) 'Class-I Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order

(ii) 'Class-II Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

(iii) 'Non- Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local suppler' under this Order.

(c) L1 means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(d) Minimum Local content:- The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% . For 'Class-II local supplier', the 'local content'

requirement is minimum 20%. Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items for which the Nodal Ministry / Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' / 'Class-II local supplier' respectively.

(e) <u>Margin of Purchase Preference</u>:

The margin of Purchase preference shall be 20%. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

(f) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works

(g) 'Procuring entity' means a Ministry or Department or attached or Subordinate office or of autonomous body controlled by the Government of India and includes Government Companies as defined in the Companies Act

(h) 'Works' means all works as per Rule 130 of GFR-2017 and will also include 'Turnkey Works'

(i) **<u>Fee for complaints</u>**: Fee for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed in the office of the PCMM/SR. The fee shall be deposited with the office of the PFA/SR.

16.1 **<u>Verification of local content:</u>**

a. The 'Class-I local supplier / Class-II local suppler' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier / Class-II local suppler' as the case may be. They shall also give the details of the location(s) at which the local value addition is made.

b. In case of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier / Class-II local suppler' 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.

c. Decision on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's /accountant's certificates on random basis and in the case of complaints

e. Nodal Ministries and procuring entities may prescribe fees for such complaints

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

16.2 **Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement**: -

(a) In procurement of all goods, services or works in respect of which Ministry of Railways has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier' as defined above shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier' as defined above shall be eligible to bid in procurements undertaken by procuring entities, except when Global Tender Enquiry has been issued. In global tender enquiries. 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 16.2(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry shall not be issued except with the approval of Competent Authority as designated by Department of Expenditure.

(c) For the purpose of this revised order, Works includes Engineering, Procurement and Constructions (EPC) contracts and services include System Integrator (SI) contracts

16.3A **Purchase Preference**:

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I local suppler' in procurements undertaken by procuring entities in the manner specified hereunder:

(b). In procurement of goods or works which are covered by Para 16.2 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local suppler' as well as 'Non-local supplier' as per following procedure: -

(i) Among all qualified bids, the lowest will be termed as L1. If L1 is ‘Class-I local suppler’, the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not a ‘Class-I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity 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 or accepts less than the offered quantity the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

(c) In procurement of goods or works which are covered by Para 16.2 (b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on the price alone, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local suppler’ as well as ‘Non-local supplier’ as per following procedure:-

(i) 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

(ii) 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 Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price

(iii) 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 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 matches the L1 price, the contract may awarded to the L1 bidder.

(d) Class-II local supplier will not get purchase preference in any procurement undertaken by any procuring entities.

16.3B Applicability in tenders where contract is to be awarded to multiple bidders : In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as “Non-local supplier’, as per following procedure:

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local supplier shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only ‘Class I Local suppliers’.

b. In other cases, ‘Class II local suppliers’ and ‘Non local suppliers’ may also participate in the bidding process along with ‘Class I Local suppliers’ as per provision of this Order.

c. If ‘Class I Local suppliers’ qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case ‘Class I Local suppliers’ do not qualify for award of contract for at least 50% of the tendered quality, purchase preference should be to the ‘Class I local supplier’ over ‘Class II local suppliers’/’Non local suppliers’ provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the ‘Class I Local suppliers’ taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d. First purchase preference has to be given to the lowest quoting ‘Class-I local supplier’, whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting ‘Class-I local supplier’, does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher ‘Class-I local supplier; falling within 20% margin of purchase preference, and so on.

16.4 Exemption of small purchases:

Notwithstanding anything contained in paragraph 16.3, procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

16.5 Specifications in Tenders and other procurement solicitations:-

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of ‘Class-I local suppler’ / ‘Class-II local supplier’ who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Reciprocity Clause:-

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, Sate Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders .

v. The term ‘entity’ of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

d. Specifying foreign certifications/unreasonable technical specifications/brands/models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

e. Action for non-compliance of the Provisions of the Order : In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee.

16.6 Restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017:-

16.6.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority, specified in Annexure 10

16.6.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

16.6.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

16.6.4 The beneficial owner for the purpose of paragraph 16.6.3 above will be as under;

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or .management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who whether acting alone or together, or through one or more juridical persons has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

16.6.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

16.6.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

16.6.7 Bidder must submit a certificate as per Annexure-11 along with bid for compliance of OM of MoE dated 23.07.2020. 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. Non-submission of Certificate may lead to summarily rejection of offer.

16.6.8 Validity of registration by Competent Authority: In respect of tenders, 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. If the bidder was validly registered at the time of acceptance placement of order, registration shall not be a relevant consideration during contract execution.

16.6.9 Notwithstanding above, the terms & conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Note: For latest instructions on public procurement (Preference to Make in India) Order, 2017, Click the link **under – IREPS web page -> “Quick Links” ->”Policy Circular (for Procurement of Goods) -> “Make_In_India”.**

17.0 Reverse Auction

a) Procedure for Award of Contracts through Reverse Auction

1.0 Reverse Auction is a two bid system.

2.0 Financial Bids in single currency (INR) only shall be allowed.

3.0 Each tender should clearly specify essential technical and commercial parameters in a transparent manner. No deviation to such essential Technical & Commercial conditions shall be permitted to the vendors in the electronic bid form.

4.0 Procuring authority shall decide the bid evaluation criteria in the tender itself ie whether the evaluation shall be item wise, consignee wise or overall tender value wise.

5.0 Bidders shall be simultaneously required to submit Technical & Commercial BID and Initial Price Offer.

6.0 Offers found eligible for bulk order shall be categorised as "**Qualified for Bulk Order**" and offers found eligible for developmental order shall be categorised as "**Qualified for Developmental Order**" for the purpose of RA.

7.0 Offers not complying with essential technical & commercial requirements of the tender shall be declared as "**Ineligible for any order**".

8.0 Vendors in their own interest are advised to get familiar about the following terminologies / parameters that are defined in the RA tenders before quoting their bids in the IREPS system:-

Sno	Terminology / Parameter	Definition
1	Bidding Type	Two stage Evaluation
2	Bidding System	Two Packet System
3	Initial Financial Offer	Financial Bid to be submitted by the vendors during 1st stage of bidding.
4	Auto Elimination Rules	Please refer para 12.0 a for details
5	Evaluation Criteria	In case of item wise evaluation criteria every item included in the reverse auction constitutes a separate lot. In case of Group wise evaluation criteria every group of items constitute a separate lot. In case of Total Value wise evaluation criteria the entire tender constitutes a single lot.
5	Initial Cooling Off Period	The minimum time period to be stipulated for closing of the 1st lot (or the only lot in case of only one lot). This is the minimum time for which Reverse Auction shall remain open for bidding even for a single lot scenario.
6	Subsequent Cooling Off Period	The time period immediately prior to the closing date/time for a lot during which -Submission of a fresh bid shall lead to automatic extension of closing date / time for the lot

		- Non-receipt of a fresh bid against the lot shall lead to closure of auction for that lot. Every time an offer is received during this time interval , the closing time of the lot is extended automatically and is set equal to the time of submission of last bid + subsequent cooling off period.
7	Successive Lots Closing Interval	If there are multiple lots (items or groups as the case may be) in a tender, this parameter defines the time period between closure of two successive lots at the time of scheduling of Reverse Auction. In case of single lot situation this will not be applicable.
8	Allow Next Bid lower than	**(i) <u>Current Lowest Bid:</u>** If this option is applicable for the Reverse Auction, any bidder will only be allowed to submit a fresh bid equal to or lower than the current lowest bid submitted against the lot by any bidder in the same category (Bulk / Developmental) minus Minimum Decrement stipulated against the tender. **(ii) <u>Firm's Lowest Bid:</u>** If this option is applicable for Reverse Auction, the bidder will be allowed to submit a fresh bid equal to or lower than his own last bid (Initial Financial Offer or Reverse Auction Bid) minus Minimum Decrement stipulated against the tender.
9	Minimum Decrement	Minimum reduction in rate over the last bid that a bidder has to offer for submission of a fresh bid. It will be defined in Reverse Auction in percentage terms.

9.0 **<u>Essential Parameters:</u>** A new category named Essential Parameters has been added for including Essential Technical and Commercial Parameters as conditions. The bidders are expected to agree to these conditions on-line, without which they will not be permitted to submit their offers.

10.0 Initial Price Offer of only those bidders categorised as Qualified for Developmental Order or Qualified for Bulk Order shall be opened and tabulated by the system separately, category wise. Extant Instructions for tabulation shall apply for tabulation of Initial Price Offers.

11.0 **Financial Bid :** Financial bid shall comprise of Final Price Offer obtained through Reverse Auction.

12.0 Following conditions and procedure shall be followed in selecting the bidders for conduct of Reverse Auction.

a) Selection of vendors for Reverse Auction for bulk ordering

Number of Vendors Qualified for Bulk order	**No.of Vendors to be selected for Reverse Auction**	**Remarks**
Less than 3	NIL *	The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer.
3 to 6	3	
More than 6	50% of vendors qualified for Bulk Order (rounded off to next integer) subject to maximum 8	In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.

*NOTE :

(i) If the number of tenderers qualified for Bulk Order / Award of Contract is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).

(ii) **Selection of vendors for Reverse Auction for developmental ordering**
Offers Qualified for Development order, with initial price offer lower than the highest initial price offer of a vendor Qualified for Bulk Order and selected for Reverse Auction after elimination, shall be allowed to participate in RA.

(iii) **MSE Criteria :** All MSEs (Micro & Small Enterprise) found Qualified for Bulk Order / Developmental Orders /Award of Contract but could not be selected for Reverse Auction as per criteria stipulated in para 12.0a and para 12.0a Note (ii) above, but are within the range of 15% of lowest Initial Price Offer of the bidder qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter se ranking on the basis of Initial Price Offer. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per para 12.0a and 12.0a Note (ii) above. Lowest initial price bid shall mean lowest initial price bid of vendor qualified for bulk order. However, in case all the bidders qualifying for bulk as well as for developmental order (before applying elimination criteria) are within MSE category, this clause shall not apply.

Make in India Criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017, or latest found qualified for Bulk/Developmental Order / Award of Contract and are within the specified range of price preference, under the Make in India policy, of lowest Initial Price Offer of the vendor qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter se ranking on the basis of Initial Price Offer. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per para 12.0 a and 12.0a Note (ii) above. However, if all the bids qualified for bulk order as well as for developmental order (before applying elimination criteria) also qualify under "Make in India Order, 2017 or latest" criteria, this clause shall not apply

13.0 During Reverse Auction process, bidders shall not be allowed to bid higher than the lowest Initial Price Offer.

14.0 Reverse Auction among bidders categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS/Suitable Platform. Qualified Bidders shall be able to see both the auction screens i.e. auction screen of Reverse Auction among bidders qualified for bulk order and auction screen of Reverse Auction amongst bidders qualified for Developmental Order. However, bidders shall only be permitted to bid on the respective screens relevant to them as per their qualification. Purchaser shall not be permitted to see any of the auction screens. Purchaser should only be intimated on website about the status of Reverse Auction i.e. when the Auction will start/ had started, whether the auction is live or whether the auction has closed.

15.0 Quantity to be covered on developmental orders shall be limited to 20% of the Net Procurable Quantity (NPQ).

16.0 The quantity covered on developmental orders shall be within or outside Net Procurable Quantity, which may be decided by Tender Committee / Tender Accepting Authority. This aspect has to be decided before conduct of Reverse Auction.

17.0 After obtaining the final price offers through Reverse Auction, the lowest bid of only those bidders who had participated in the Reverse Auction shall be tabulated and considered for ordering. The offers of bidders which were eliminated from Reverse Auction in terms of Para 12.0 shall be tabulated separately and shall not be considered for any ordering. All the relevant policies of Government of India at the relevant time shall be applicable.

b) Procedure for Conducting and Reporting of Reverse Auction

1.0 Initial e-RA period : this shall be the initial time interval for e-RA. e-RA shall be open for this duration.

2.0 Auto extension period : In case of any other offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid.

3.0 There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.

4.0 Minimum decrement in percentage of value of the last successful bid.

5.0 Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the Technical Bids.

6.0 After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.

7.0 During auction period, identities of the participating tenderers will be kept hidden.

8.0 Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of Reverse Auction. Starting point for Reverse Auction shall be the lowest Initial Price Bid of the tenderer eligible for award of contract.

9.0 After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and the participating tenderers.

10.0 Bidders will not be allowed to withdraw their last offer.

11.0 L1 will be defined as the lowest bid obtained after the closure of Reverse Auction session.

All Terms & Conditions available in the Tender Conditions uploaded in the IREPS website under the link public documents →Goods & Servicces → Southern Railway will be applicable for these Reverse Auction tenders also.

18.0 <u>Mode of payment through Letter of Credit(LC) as option in Supply contracts:</u>

Ministry of Railways has decided that henceforth, all Tenders invited by Zonal Railways and Production Units, both for Supplies/ Works (including all service and maintenance contracts), having estimated value of Rs 10 lakhs and above, shall include in tender conditions, an option for the supplier/contractor to take payment from Railways through a letter of credit (LC) arrangement. This would be subject to the following:

Scheme of Letter of Credit for domestic Supplies (including all service and maintenance contracts) tenders, having estimated value of Rs. 10 lakhs and above:

a. All Tenders invited by Zonal Railways and Production Units, having estimated value of Rs. 10 lakhs and above, shall have an option for the supplier/contractor to take payment from Railways through a letter of credit (LC) arrangement.

b. The LC will be a sight LC.
c. The bidder, at the time of bidding itself, shall exercise an option, in favour of taking payment due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder's offer.
d. Option once exercised shall be final and no change shall be permitted, thereafter, during execution of contract.
e. The incidental cost @ 0.15% of LC value, towards issue of LC and operation thereof shall be borne by the supplier/contractor and shall be recovered from their bills.
f. State Bank of India through its branches shall be the Banker for Railways for opening domestic letters of credit for ensuing year. The arrangement would cover all such contracts finalized against tender issued during the said period and shall extend till final execution of these contracts.
g. The schedule of payment liability arising in the contract shall be established by the Railways based on the prescribed delivery schedule/stages of supply.
h. The acceptable, agreed upon document for payments to be released under the LC so opened, shall be document of authorization. (Format enclosed as Annexure – 7)
i. The supplier/contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply/contract agreement to issue Document of Authorization to enable supplier/contractor to claim the authorized amount from their banker.
j. Accounts officer responsible for passing the claim will issue the Document of Authorization.
k. The supplier/contractor shall take print out of the Document of Authorization available on IREPS portal and present his claim to his banker (advising bank) for necessary payments as per LC terms and condition. The claim shall comprise LC document of authorization, bill of exchange and invoice.
l. The bank shall also recover any amount as may be advised by railway against the contractor/supplier.
m. The contractor/Vendor shall indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor/Vendor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on his account shall be considered as reasonable compensation and paid by Contractor/Vendor.

19.0 <u>Case where L1 Bidder withdraws:</u>

If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may for cogent reasons to be recorded in writing, offer the next successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

20.0 **<u>Handling of rejection of pre-inspected item and warranty rejections</u>**:-

Two kinds of rejection occur in case of pre-inspected supplies made by vendors.

A. Pre-inspected material rejected by consignee at the time of receipt
B. Material rejected in Warranty.

The methodology of handling these rejections are dealt with below:-

A. Pre-inspected material rejected by consignee at the time of receipt:-

i. In case of rejection of pre-inspected goods at consignee end, the material rejection advice / rejection memo should be sent by consignee to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract, etc. without fail.
ii. *Financial recovery:* In case payment has been made to the firm for the material, the concerned paying authority as per contract should note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.
iii. If the firm desires to have joint inspection, joint inspection of rejected material will be held with pre-inspecting agency and the firm. In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party (ies) attend joint inspection or not, the modality of joint inspection, etc will have to be completed within 21 days of communication of rejection advice to the supplier (in line with IRS Conditions of Contract clause 703). For imported material the time limit will be 45 days.
iv. Firm may be permitted to collect the rejected goods only after the firm has deposited the payments already made by Railway (if any) to the firm or equivalent amount has been recovered for this purpose.
v. In case of replacement supply against the rejected goods, the same should be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS Condition of Contract clause 703, no inspection charge will be paid by Railway to the Inspection agency for the replacement supply.
vi. However, in case of component level rejection in an pre-inspected item (which is an assembly) the replacement supply of that component can be accepted based on firm's internal inspection certificate/guarantee certificate and final inspection by consignee.

B. Material rejected in warranty:-

I Material are rejected in warranty in the following situations:

a. the material rejected was issued to the user (shop/shed etc) from its associate stores depot.
b. The material rejected was received by the user from a PU or from a stores depot which is not the associate stores Depot of the user.

Cat .B.1(a): *For Warranty failure in shop/shed of material issued from its associate stores depot:* All warranty claims will be lodged by the associate depot officer after getting the warranty rejected material from user under advice note of return stores with reasons of warranty rejection indicated therein. Before lodging the warranty claim the associate depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available with the advice note of return stores. The warranty claim will be processed following procedure indicated in sub-para A (i), (ii), (iii) and (iv) of para 1.1 A above except for the following changes: The 'rejection advice' mentioned in Para 1.1 A (i) will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per Para 1.1 A (iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railways. Thus, either the pre-inspection agency or the firm or the Railways may like to have a more detailed understanding of the failure.

Cat. B.1(b): *For warranty failure in shop/shed of material received from PU (either under Sale Issue Note or as a purchased component of Rolling Stock manufactured at the PU) or from a stores depot (under inter-depot transfer/sale issue note) which is not the associate stores depot of the end user*:

i. In such cases it may not be convenient for the end user to return the material to the stores depot (against which the original supply was made by the vendor to Railway). Thus, in all such cases, the warranty rejected material will be kept in safe custody by the end user and the stores depot (which received the original supply) will be advised by the end user about the warranty rejection duly indicating the reason (s) of rejection with the confirmation that the rejected material is under end user's custody.

ii. The stores depot (which received the original supply) will raise warranty claim on the firm. Before lodging the warranty claim, the depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available from the end user. The warranty claim will be processed following procedure indicated in sub-para A (i), (ii), (iii) and (iv) of para 1.1 A above except for the following changes. The 'rejection advice' mentioned in Para 1.1 A (i) will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per Para 1.1 (A) (iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railways. Thus, either the pre-inspection agency or the firm or the Railways may like to have a more detailed understanding of the failure.

For imported material, the time limit in Cat. 1 (a) and Cat. 1 (b) will be 90 days.

II *Warranty quantity replacement:* The warranty quantity replacement will be accounted under Warranty R/Note by the depot officer (which raised the warranty claim as in sub-para B. 1(a) above).

Financial recovery (if any made) against the warranty failure will be refunded to the firm on warranty quantity replacement.

III. *Inspection of the replacement supply against warranty rejection:*

A. For cases of replacement supply against warranty failure falling in the category B1(a) above, the replacement supply should normally be inspected by the same inspection agency which inspected and passed original supply. Thus for B.1(a), any change in inspecting authority for the warranty replacement will necessitate a formal amendment in contract.
B. In case of warranty rejection of item of the category B.1(b) above, it may in some cases be difficult to reuse the services of inspecting agency which passed the original supply. Similarly for some items, the end user/consignee may not have the requisite inspection facility/expertise.

Thus, for warranty rejection falling in the category B.1(b) above:-

i. The replacement supply can be inspected by the same inspecting agency which inspected and passed the original supply. Payment of inspection charges will be borne by supplier.

OR

The replacement supply can be inspected by authorised representative of consignee

OR

The replacement supply can be made by firms own internal inspection certificate

(ii) The decision on the above will rest with the depot officer who raised the warranty claim and will be indicated in the warranty claim notice

C. However, in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firms own guarantee certificate/internal inspection certificate and consignee's final inspection for both the categories {Cat.B1(a) and Cat. B1(b)} of warranty failure.

IV. *Place of warranty replacement:-* For warranty replacement of category B.1(a), in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be the depot which received the original supply. For warranty replacement of failure falling in category B.1.(b) above, an exemption can be made and the place of replacement supply can be indicated by the depot officer (at his option) in the warranty claim notice to the firm to be the end user's place.

V. For warranty replacement of the category B.1.(b), due care will be taken by the end user to ensure that accountal of replacement supply, etc are properly taken care of. After settlement of warranty claim the rejected material will be handed over by the end user to the firm's representative. The end user will also inform the depot officer to raise warranty claim about the replacement.

1.2 At the option of the depot officer / end-user, rectification of the material rejected {under category 1.1(A) and 1.1.(B)} may be permitted within Railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively for rejection of the category 1.1 (A) and 45 /90 days for indigenous / imported material respectively for the rejection of the category 1.1 (B). If more time is taken beyond this, applicable ground rent will be levied on the firm.

ANNEXURES

Sno	Annexure No	Details
1	Annexure – 1	PROFORMA FOR EQUIPMENT AND QUALITY CONTROL
2	Annexure – 2	PROFORMA FOR AUTHORITY FROM MANUFACATURERS
3	Annexure – 3	PROFORMA FOR PERFORMANCE STATEMENT
4	Annexure – 4	PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND
5	Annexure - 5	PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT
6	Annexure – 6	PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
7	Annexure – 7	PROFORMA FOR DOCUMENT OF AUTHORIZATION FOR PAYMENT THROUGH LETTER OF CREDIT
8	Annexure – 8	NO CLAIMS CERTIFICATE TO BE GIVEN BY CONTRACTOR
9	Annexure – 9	BID SECURING DECLARATION TO BE SIGNED BY BIDDERS AVAILING EXEMPTION FROM SUBMISSION OF EMD
10	Annexure -10	COMPETENT AUTHORITY AND PROCEDURE FOR REGISTRATION (BIDDERS FROM LAND BORDER COUNTRIES)
11	Annexure-11	DECLARATION BY BIDDERS FROM LAND BORDER COUNTRIES

ANNEXURE - 1
PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No....................................... Date of opening………. Time.......................Hours Name of the Firm...

Note : All details required only for the items tendered

1. Name & full address of the firm.
2. Telephone & FAX No. of Office / Factory / Works.
3. Telegraphic and E.mail address.
4. Location of the manufacturing factory.
5. Details of Industrial License, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt.(Monographs & description pamphlets be supplied, if available).
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw material held
9. Production capacity of item(s) quoted for, with the existing plant & machinery.
   9.1 Normal
   9.2 Maximum
10. Details of arrangement for quality control of products such as laboratory testing equipment etc.
11. Details of staff
    11.1 Details of technical supervisory staff-in-charge of production &quality control.
    11.2 Skilled labour employed.
    11.3 Unskilled labour employed.
    11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
12. Whether stores are tested to any standard specification, if so,copies of original test certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies &Disposals, New Delhi.If so, furnish full particulars of registration;period of currency etc.

14.Are you a Small Scale Unit, registered with the National Small Industries Corporation Ltd., New Delhi. If so, furnish full particulars of registration, currency period etc.

Signature & Seal of
the Manufacturer / Tenderers

ANNEXURE - 2
PROFORMA FOR AUTHORITY FROM MANUFACATURERS

No………………………………...   Dated ....

To,

THE PRESIDENT OF INDIA,
Acting through the Principal Chief Materials Manager,
SOUTHERN RAILWAY,
Ayanavaram,
Chennai – 600 023 INDIA

Dear Sir,

Subject: PCMM./ S.RLY./ Chennai's Tender No................. Opened On ....

We..an established and reputed manufacturer of...................................having factories at..................... do hereby authorize M/s..(Name and address of Agents), to represent us, to bid, negotiate and conclude

the contract on our behalf with you against Tender No..

No Company/Firm or individual other than M/s...are authorized to represent us in regard to this business against this specific tender.

Yours faithfully,

Name :
for & on behalf of M/s..
(Name of Manufacturers)

Note: This letter of authority should be on the Letter Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

ANNEXURE - 3

Details of supplies/capacity of the tendered item against Railways/PUs orders by the tenderer is to be furnished as below:-

Sl. No.	Brief description of the item supplied	Name of the Rly./PU with details of Purchase Order No.& Date	Quantity ordered	Quantity supplied within original DD	Balance quantity to be supplied	Copies of the Inspection Notes attached-Yes/No	Copies of R/Notes attached-Yes/No
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(8)**	**(9)**

1.	**Monthly capacity for supply of Tendered item based on above**	
2.	**Outstanding load for the Tendered item as on date of Tender opened based on the above details**	

Date: **Signature of Tenderer.**

ANNEXURE – 4

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref...
Dated..................... Bank Guarantee
No...

To,
THE PRESIDENT OF INDIA,
Acting through the Principal Chief Materials Manager,
Southern Railway, Ayanavaram,
Chennai – 600 023,
INDIA

1. Against contract concluded by the Advance Acceptance of the Tender No.. dated.............................covering supply of ....(hereinafter called the said contract) entered into between the President of India and .... (hereinafter called the `Contractor'), this is to certify that at the request of the Contractor we...Bank Ltd. are holding in trust in favour of the President of India, the amount of ....(write the sum here in words) to indemnity and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the contractor of any of the terms and conditions of the said contract and / or in the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).

2. We...Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till..
(viz. the date up to 3 months after the date of the last despatch /delivery of the goods ordered)
hereinafter called the `said date' and that if any claim accrues or arises against us...Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us...........................Bank Ltd.,), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has

been given to us..Bank Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that we...Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

5. We..Bank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the President of India (Govt. of India) against the said Contract and to forbear or enforce any of the terms and conditions relating to the said contract and we..Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any for-bearance and / or omission on the part of the President of India or any indulgence by the President of India to the said Contractor, or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Signature. Name.
Designation
Date
Place
Witness

....
(Bank's Common Seal)

Read and Accepted **Signature of Tenderer**

ANNEXURE – 5

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

In consideration of the President (hereinafter called "the Government ") having agreed to exempt……………[hereinafter called "the said Contractor(s)"] from the demand, under the terms and conditions of an Agreement dated……… made between………….and
……….. (hereinafter called "the said Agreement") for…………… of security deposit for the
due fulfilment, by the said contractor(s), of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs………. (Rupees…… .. only),
we,…………Bank Ltd.,(hereinafter referred to as "the Bank") do hereby undertake to pay to the Government an amount not exceeding Rs…… …… against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s), of any of the terms or condition contained in the said Agreement.

2. We,………………Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the 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 undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceedings pending before any court or Tribunal relating there to 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)/Supplier(s) shall have no claim against us for making such payment.

4. We…………… Bank Ltd., 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 Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ……………..Office/Department, Ministry of………………..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 the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the………………………, we shall be discharged from all liability under this guarantee thereafter.

5. We,… ……..Bank Ltd., further agree with the Government that the Government 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 said Agreement or to extent time of performance by the said Contractor(s) from time-to-time or to postpone for any time or from time-to-time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We……………. Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the……day of ………200
at

For……………..BankLtd

Witness:

1. Signature
   Name
   Age
   Address

2. Signature
   Name
   Age
   Address

ANNEXURE – 6

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

In consideration of the President (here in after called "the Government") having agreed to accept from ....………….[here in after called "the said Tenderer(s)"] earnest money in the form of Guarantee Bond, under the terms and conditions of tender no: opening on , for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of …….days from the date of opening of tenders, to execute an agreement within the time specified, We,…………… Bank Ltd., do hereby undertake to pay on demand to the Government, the sum of Rs ………… in the event of the said tenderer having incurred forfeiture of Earnest Money for the breach of any of the terms or conditions of the stipulations aforesaid and contained in the said tender under an order of the authority competent to invite tender. We ……………. Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender discharges the guarantee, subject however that the Government shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period. We,……… Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated…………day of …………200 at

For ………….Bank Ltd.

Witness:

3. Signature
   Name
   Age
   Address

4. Signature
   Name
   Age
   Address

Annexure-7

LC/DA NO.---------------------
Dated___________________

DOCUMENT OF AUTHORIZATION

It is certified that Work job assigned in Contract No………………………………. Dated…………………under Inland Letter of Credit No…………………………. Dated……………………………….

Or

Goods received/Works order completed Stage-Phase 1/2/3/4/5.

2. The beneficiary of Letter of Credit M/s……………………………is entitled to Receive payment aggregating INR……………… out of a total LC amount of INR…………….against the first/second* commercial Invoice No___________dated _______for INR raised against the above contract on the strength of this certificate.

3. PAYMENTS ALREADY MADE:
   1. Invoice No.
   2. Invoice No.

      Total

4. THIS PAYMENT:

5. LC BALANCE AFTER THIS PAYMENT.

Signature & seal of Applicant
(Railway Authority).

*As applicable

ANNEXURE 8

NO CLAIMS CERTIFICATE TO BE GIVEN BY CONTRACTOR

Contract No.____dt.______________

for supply of______________________(Brief description of material) Quantity.-____________

The above contract has been completed and I / We have no claim on the Railway in respect of the said contract. The Security amount of Rs.__________________(Rupees ____) vide details ______________________dt.____________ may therefore please be refunded to me / us.

Place: __________

Date: ___________ Signature and full address of the contractor

Annexure 9

<u>Bid securing declaration to be signed by bidders availing exemption from submission of EMD</u>

"I/we certify that my/our offer is eligible for exemption from submission of bid security / Earnest Money Deposit, in terms of the tender conditions.

In case my/our claim to exemption from submission of bid security/Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/Security Deposit, fail to submit the performance security/Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period."

Annexure 10

Competent Authority and Procedure for Registration

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:-

i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit, The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur'.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ Public enterprises etc. No fresh registration at the State level shall be required.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note: i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The Composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises, etc]

Annexure -11

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

The scope of the work includes Supply, Installation, Testing and commissioning of the items listed below, along with suitable housing and mounting and all accessories at the Railway stations and extending necessary co ordination to railway or the agency authorized for railway for installation and integration of the cameras and video management and recording, video analytic and FRS softwares available with Railways. All the materials supplied should be conforming to RDSO Specification No. RDSO/SPN/ TC/65/2021,Rev 6.0 or latest

(1) PC workstation – 2 nos… (Latest Generation x86 Intel/AMD Processor with minimum 4 cores, 8 threads, DDR4 16 GB RAM, Frequency - 3.0 GHz or higher, 24 inch 4K UHD LED Monitor with 2 x 500GB SSD, mouse and mechanical keyboard, all required licensed software with 3 years validity Windows 10 pro or latest operating system, MS office, Antivirus with 1KVA UPS.

(2) Video Management and Recording server hardware – 2 nos… It should support minimum of 85 no of cameras. Latest Generation x86 Intel / AMD Processor having 8 cores, 16 threads, hot pluggable SSD - 4 X 600GB, Memory - 32 GB DDR4 SDRAM, Frequency 2.1 GHz or higher, Licensed Windows 10 pro/ Windows server 2019 OS or latest with sufficient client licenses to support the installation and operation of GUI, VMS & Recording software at RPF Thana at SRR,CLT& Div.HQ, DVD R/W Drive.

(3) AI enabled Video Analytic server hardware – 2 nos… It should support upto 32 no of cameras. Latest Generation x86 Intel / AMD Processor having 6 cores, 12 threads, hot pluggable SSD - 4 X 600GB, Memory - 16 GB DDR4 SDRAM, Frequency - 2.1 GHz or higher, Licensed Windows 10 pro/ Windows server 2019 OS or latest with sufficient client licenses to support the installation and operation of (AI) enabled Video Analytics Software at RPF Thana at SRR,CLT& Div.HQ, DVD R/W Drive.

(4) FRS server hardware – 2 nos…. It should support upto 15 no of 4K UHD cameras. Latest Generation x86 Intel / AMD Processor having 24 cores, 48 threads, hot pluggable SSD - 4 X 600GB, Memory - 48 GB DDR4 SDRAM, Frequency 2.1 GHz or higher, Licensed Windows 10 pro/ Windows server 2019 OS or latest with sufficient client license at RPF Thana at SRR,CLT& Div.HQ, DVD R/W Drive.

(5) 64 Channel Network Video Recording Server – 3 nos.. It should be suitable for working 24 x 7, 365days, with 8TB SSD, embedded windows OS, 64 channel support Recording bandwidth- 320 Mbps or higher, capable to support all the cameras in the station, one 24- inch monitor, with Keyboard, Mouse, KVM switch.

(6) External Storage System – 1no…. Suitable for 30 days recording of 75 no of full HD and 10 no of 4k UHD cameras with all accessories having a minimum storage of 160 TB in RAID 5/6 configuration. It shall be external for server based solution.

(7) External Storage system– 1no…. Suitable for 30 days recording of 36 no of full HD and 5 no of 4k UHD cameras with all accessories having a minimum storage of 80TB in RAID 5/6 configuration. It shall be external for server based solution.

Warranty Period (on site) : 36 months from the date of commissioning.

The offered make/model should meet the Regulatory Approvals/Certifications and Security Verification Certification such as BIS/UL/EN/CE/IEC certification for Safety and BIS/CE/FCC Certifications for EMC & Immunity as specified in RDSO specification.

If the tenderer is not OEM, an authorization letter from the OEM who meets all the conditions specified in RDSO specification should be submitted along with tender.