



RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

LIMITED TENDER DOCUMENT

FOR

"Supply of HD Video Conferencing End Points SX-20 "

(Single Packet System)

RailTel/SR/SC/DC/18-19/LT/TPaaS VC End points/33 Dated- 26.10.2018

Tender Copy No. _____

Sold to _____

RailTel/SR/SC/DC/18-19/LT/TPaaS VC End points/33

Dated- 26.10.2018

Bid Data Sheet

LIMITED TENDER NOTICE

Limited Tender Notice No. RailTel/SR/SC/DC/18-19/LT/TPaaS VC End points/33 Dated- 26.10.2018

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders (single packet) in sealed covers, from Limited firms for **“Supply of HD Video Conferencing End Points SX-20”**.

The details are as under: -

a)	Last Date and Time of Submission of offer	Up to 15:00 hrs. Of 09.11.2018
b)	Time of opening of Limited Tender	15:30 hrs. Of 09.11.2018
c)	Validity of offer	45 days
d)	Delivery period	3 weeks from date of issue of P.O
e)	Approximate value of the work	Rs 22,33,712/-
f)	Copy of Tender Document is enclosed herewith. All pages of original tender document duly signed by the tenderer along with the offer is to be submitted to this office at RailTel Corporation of India Ltd., 2 nd Floor , B – Block , Rail Nilayam , Secunderabad - 500071	



Sanjeeva Kumar
(Asst.GM/DC & TP)

For & on behalf of
RailTel Corporation of India Ltd.

INDEX

Chapter	Content	Page No.
Chapter 1	Offer Letter	4
Chapter 2	Schedule of Requirement /Price Schedule to be quoted by Bidder	5-6
Chapter 3	Technical Specifications	7-10
Chapter 4	Commercial Terms and Conditions	11-17



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CHAPTER-1

OFFER LETTER

RailTel Corporation of India Ltd.
2nd Floor , B Block
Above Syndicate Bank, Rail Nilayam ,
Secunderabad - 500071

I/We _____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same. I/We offer to do the "Supply of HD Video Conferencing End Points-SX20 " as per Schedule of Requirement for Limited Tender No. RailTel/SR/SC/DC/18-19/LT/TPaaS VC End points/33 Dated- 26.10.2018 for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within 60 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of PO and to carry out the supply according to the Specifications for materials laid down by the Railtel for the present order.

I agree for payment of Security Deposit or Performance Bank Guarantee as per terms & conditions of tender within 15 days after receipt of LOA/PO to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

CHAPTER-2
SCHEDULE OF REQUIREMENT (SOR)

SL NO	Item Description	Unit	Qty	Unit Basic Rate (in Rs.)	IGST @ --- %	SGST/CGST @ ----%	Packing & Forwarding Charge	Unit Rate (All inclusive) (in Rs.)	Total Cost(in Rs.)	HSN Code
				(A)	(B)	©	(D)	(A+B+C+D)		
1	SX20 Quick Set w/ 12x Cam, 1 MIC, remote and Software version TC 7.x, Collaboration Endpoint ver. 8 or higher	Nos	8							
2	Cisco Telepresence Table Microphone 20 – 5m	Nos	16							
3	DVI-VGA cable 8m with 3.5mm mini-jack audio – Presentation cable	Nos	8							
4	Bracket mounting for 12x PHD camera to screen	Nos	8							
5	SW Image for SX20 and MX200/300 (2nd gen) series endpoints	Nos	8							
6	Precision HD Camera 1080p 12x Gen 2 for use in auto expand	Nos	8							
7	Ethernet cable (5m) for auto expand	Nos	8							
8	Power supply 60W for auto expand	Nos	8							
19	SX20-N Codec	Nos	8							
10	Custom 12xcamera cable; HDMI, Cont. and Power (3m) (Y Cable)	Nos	8							
11	Remote Control TRC ver. 5 or higher with battery	Nos	8							
12	License Key Software Encrypted	Nos	8							
13	HDMI to HDMI cable – 5m	Nos	16							
14	Warranty ESS WITH 8X5XNBD for SX20 Codec Quick Set with 12xcam , 1 remote , 2 Cisco Telepresence Table Microphone 20 .	Nos	8							
	Total (in figure)									
	Total (in word)									

Note:

- 1.1** Unit rate quoted against SOR above should be FOR destination inclusive of all duties, taxes, insurance and freight etc.
- 1.2** Cost breakup to be submitted by the bidder:
- a. Basic Rate
 - b. Packing and forwarding charges.
 - c. Excise Duty/CVD if applicable
 - d. IGST/SGST/CGST
 - e. Transportation charges
 - f. Others
- (i) The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.
- (ii) If Supplier fails to furnish necessary document i.e Excise/Custom invoices etc, in respect of duties/taxes cenvatable the amount pertaining to such duties/taxes will be deducted from the payment due to the firm.)
- 1.3** User manual, instruction manual, operating manual, data sheet etc. wherever required shall be submitted by the bidder.



CHAPTER-3

Technical Specifications

Technical Specifications of the Equipments

Note 1: It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

Note 2: Bidder should submit the vetted BOM from their respective OEMs.

Note 3: The Bidder should have OEM authorization specific for this tender.

Note 4: - All the Units should be from same OEM (Cisco).

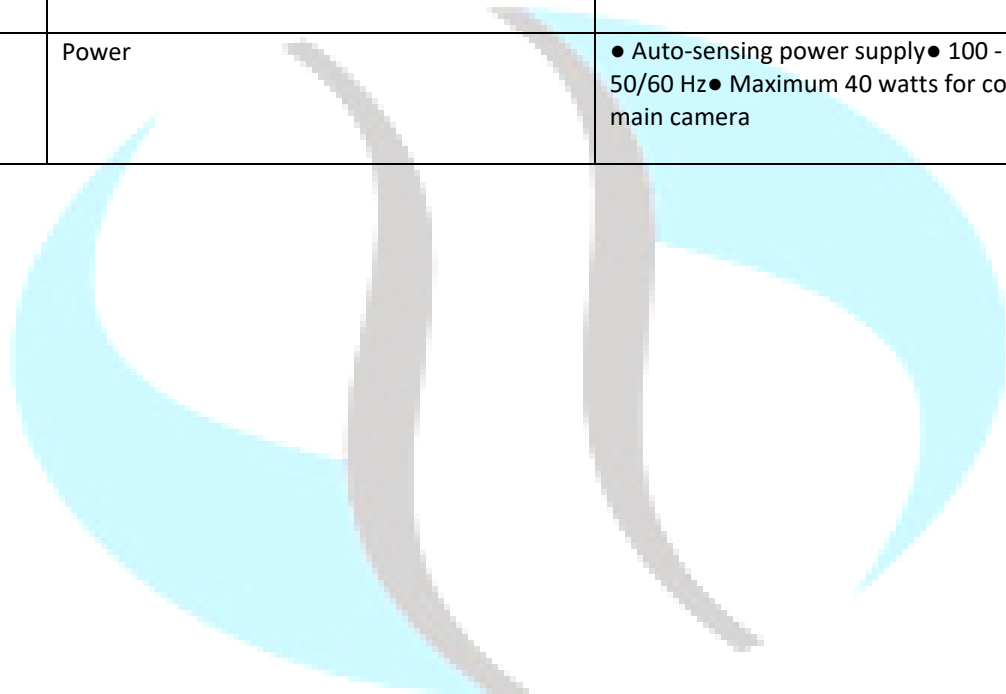
Technical Specifications:**Cisco Video end point (SX-20)**

SN	Specification	Description
a.	Software compatibility	Cisco TelePresence Software Version TC 7.X or later. Cisco Collaboration Endpoint Software Version 8.0 or later (TRC6 remote control or latest.)
b.	Default components in SX20 Quickset	SX20 Codec, Cisco TelePresence Precision 12X Camera), Cisco TelePresence Table Microphone 20, remote control, cables, and power supply.
c.	Other hardware components	Wall mount kit
d.	Bandwidth	H.323 and SIP up to 6 Mbps
e.	Minimum bandwidth for resolution/frame rate	720p30 from 768 kbps 720p60 from 1152 kbps 1080p30 from 1472 kbps 1080p60 from 2560 kbps
f.	Firewall Traversal	Cisco TelePresence Expressway Technology H.460.18, H.460.19 firewall traversal
g.	Video Standards	H.263, H.263+, H.264
h.	Video Features	Native 16:9 widescreen Advanced screen layouts Intelligent video management Local auto-layout
i.	Video Inputs (Two Inputs)	One HDMI and One DVI-I (Analog and Digital); supports formats up to maximum 1920x1080 @

		60 fps (HD1080p60), including: • 640x480 • 720x480 • 720x576 • 800x600 • 848x480 • 1024x768 • 1152x864 • 1280x720 • 1280x1024 • 1280x768 • 1280x800 • 1280x960 • 1360x768 • 1366x768 • 1400x1050 • 1440x900 • 1680x1050 • 1920x1080 Extended Display Identification Data (EDID)
j.	Video Outputs (Two Outputs)	Two HDMI Outputs Supported Formats: • 1920 x 1080@60 fps (1080p60) • 1920 x 1080@50 fps (1080p50) • 1280 x 720@60 fps (720p60) • 1280 x 720@50 fps (720p50) • 1366 x 768@60 fps (WXGA) • 1360 x 768@60 fps (WXGA) • 1280 x 768@60 fps (WXGA) • 1280 x 1024@60 fps • 1024 x 768@60 fps VESA Monitor Power Management EDID Live Video Resolutions (Encode and Decode): • 176 x 144@30, 60 fps (QCIF) (Decode only) • 352 x 288@30, 60 fps (CIF) • 512 x 288@30, 60 fps (w288p) • 576 x 448@30, 60 fps (448p) • 768 x 448@30, 60 fps (w448p) • 704 x 576@30, 60 fps (4CIF) • 1024 x 576@30, 60 fps (w576p) • 640 x 480@30, 60 fps (VGA) • 800 x 600@30, 60 fps (SVGA) • 1024 x 768@30, 60 fps (XGA) • 1280 x 768@30, 60 fps (WXGA) • 1280 x 720@30, 60 fps (HD720p) • 1920 x 1080@30, 60 fps (HD1080p)
k.	Audio Standards	• G.711, G.722, G.722.1, G.728, G.729, AAC-LD and OPUS
l.	Audio Features	• High quality 20 KHz stereo • Two acoustic echo cancellers • Automatic Gain Control (AGC) • Automatic noise reduction • Active lip synchronization
m.	Audio Inputs (Four Inputs)	• Two microphones, 4-pin Mini-jack • One Mini-jack for line-in (stereo) • One audio in from camera (HDMI)
n.	Audio Outputs (Two Outputs)	• One Mini-jack for line out (stereo) • One HDMI, (digital main audio)
o.	Dual Stream	• H.239 (H.323) dual stream • BFCP (SIP) dual stream • Support resolutions up to 1080p (1920 x 1080)

p.	Protocols	• H.323 • SIP • ISDN (requires Cisco TelePresence ISDN Link)
q.	Embedded Encryption	• H.323 and SIP point-to-point • Standards-based: H.235 v3 and Advanced Encryption Standard (AES) • Automatic key generation and exchange • Supported in dual stream
r.	IP Network Features	• DNS lookup for service configuration • Differentiated services (quality of service [QoS]) • IP-adaptive bandwidth management (including flow control) • Automatic gatekeeper discovery • Dynamic Play-out and lip-sync buffering • H.245 Dual Tone Multi-frequency (DTMF) tones in H.323 • Date and time support using Network Time Protocol (NTP) • Packet loss-based down speeding • Uniform resource identifier (URI) dialing • TCP/IP • DHCP • 802.1x network authentication • 802.1Q Virtual LAN • 802.1p (Q-o-S and class of service [Q-o-S]) • Clear-Path
s.	Cisco Unified Communications Manager (Requires Cisco Unified Communications Manager Version 8.6 or Later)	• Native registration with Cisco Unified Communications Manager • Basic Cisco Unified Communications Manager provisioning • Software upgrade from Cisco Unified Communications Manager • Cisco Discovery Protocol and DHCP option 150 support • Basic telephony features such as hold/resume/transfer and Corporate Directory lookup
t.	IPv6 Network Support	• Single call stack support for both H323 and SIP • Dual-stack IPv4 and IPv6 for DHCP, SSH, HTTP, HTTPS, DNS, DiffServ • Support for both Static and Automatic IP configuration (stateless address auto configuration)
u.	Security Features	• Management using HTTPS and SSH • IP administration password • Menu administration password • Disable IP services • Network settings protection
v.	Network Interfaces	• One LAN and Ethernet (RJ-45) 10/100/1000 Mbit
w.	Other Interfaces	• Two USB ports can be used for serial control
x.	System management	• Support for the Cisco Telepresence Management Suite • Total management using embedded SNMP, Telnet, SSH, XML, SOAP • Remote software upload: using web server, secure copy (SCP), HTTP, HTTPS • Cisco

		TelePresence Touch 10 (optional)• Remote control and on-screen menu system
y.	Directory Services	• Support for local directories (My Contacts) • Corporate directory • Unlimited entries using server directory supporting LDAP and H.350 (requires Cisco TelePresence Management Suite)• Unlimited number for corporate directory (through Cisco TelePresence Management Suite)• Received calls with date and time• Placed calls with date and time • Missed calls with date and time
z.	Power	• Auto-sensing power supply• 100 - 240 VAC, 50/60 Hz• Maximum 40 watts for codec and main camera



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CHAPTER-4

Commercial Terms & Conditions

1. Scope of work, Offer Letter and Validity of Offer

- 1.1 Scope of Work for Bidder: **Supply of 8 Units of HD Video Conferencing End Points SX-20 with 12 months of warranty and support at RailTel Secunderabad**
- 1.2 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.3 The offer should remain valid for a period of **45** days from the date of opening.

2. WARRANTY

- 2.1 The materials covered in SOR are to be warranted for **12 months** from date of delivery to the consignee. The tenderer shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later, If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

During the warranty period, the contractor shall remain responsible to arrange replacement within 15 days and for setting right at his own cost any equipment delivered by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

3. Delivery Period, Validity of Contract and Variation in Quantity

- 3.1 The supplier will have to supply the material within **3 weeks** from issue of confirmed LOA/PO.
- 3.2 Delivery : RailTel Corporation of India Ltd ,
B-Block , II floor Rail Nilayam
Secunderabad
Telangana 500071

- 3.3 **Validity of Contract:** The Validity of contract shall be 45 days from the date of acceptance of offer.
- 3.4 **Variation in Quantities:** 30% variation in the quantities (nos.) may be operated during the period of validity of contract with the approval of competent authority.

4. Long Term Maintenance Support:

Deleted

5. Bill passing & Paying Authority

Accounting unit/bill passing unit for the supplies under SOR is GM/Projects. Bills to be submitted to the GM/Finance for payment.

6. Payment Terms

- 6.1 90% of the value of the supply of the equipment/material on receipt by the consignee at site duly inspected and accompanied with the following documents and any other document mentioned in the contract:
- (i) GST Registration Certificate
 - (ii) Invoice
 - (iii) Delivery Challan.
 - (iv) GST Invoice with Tax breakup
 - (v) Packing List
 - (vi) Factory Test Report/Inspection Report
 - (vii) Purchasers Inspection certificate
 - (viii) Warranty certificate of OEM/Supplier
 - (ix) Consignee Receipt
 - (x) Certificate for Fall Back clause
 - (xi) Insurance Certificate
 - (xii) A certificate duly signed by the firm certifying that equipment/material being supplied are new and confirm to technical specifications.
- 6.2 Balance 10% value of supply on complete receipt and acceptance of supply at site by consignee on submission of Performance Bank Guarantee from any nationalized Bank and valid for 3 months beyond warranty period of 12 months , for PO as referred in clause 2.1.
- 6.3 The party should pay applicable GST amount and file the GST return as notified by Government from time to time.
- 6.4 The breakup of taxes has to be furnished and same should be reflected in the bills so that any CENVAT/input credit can be availed by RailTel.

7. Performance Bank Guarantee (PBG)/Security deposit :

- 7.1 The successful tenderer is required to submit a performance bank guarantee @ 10 % of the total value of issued LOA/PO within 15 days with validity of 3 months beyond Warranty period for the satisfactory performance of contract equivalent in Indian Rupees. The Performa for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

- 7.2 The security deposit/PBG shall be submitted to RailTel Southern Region Office & will bear no interest.
- 7.3 The Security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at New Delhi only.

8. Taxes & Duties Taxes

- 8.1 The price quoted should be firm, indicating the breakup and inclusive of all duties and taxes, as applicable. The offer should be inclusive of packing, forwarding, freight & insurance charges up to destination.
- 8.2 Tenderer should while quoting the prices, pass on to the purchaser the full effect of duty set off available on inputs under CENVAT scheme and should agree to pass on additional set off as may become available in future in respect of all the inputs used for manufacture of final product on the date of supply.
- 8.3 Wherever Value Added Tax (VAT) is being claimed, tenderer should pass on to the purchaser the set off/tax credit available on inputs, while quoting the prices. Additional set off, as may become available in future should also be passed on at the time of supply.
- 8.4 The imposition of any new tax and/or increase in the aforesaid taxes, duties levies (including fresh imposition of any other Tax like Goods and Service Tax subsuming the indirect taxes like excise, VAT, Service Tax etc), after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to Railtel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, Railtel reserves the right to with-hold the dues/payments of bidder and make payment to local/state/Central Government authorities as may be applicable.
- 8.5 With the imposition of GST as explained, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.
- 8.6 The break-up of price of each item of SOR in terms of basic Unit price, GST, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all-inclusive rates (with tax break-up). Even after the introduction of GST, all inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.

9. Liquidated Damages

The timely delivery is the essence of this contract. Liquidated damages will be applicable at the rate of half percent (0.5 %)per week or part thereof for undelivered portion subject to a maximum of 10 % of the cost of unsupplied quantities/material.

10. Transportation

The rates quoted should be F.O.R. destination. The destination shall be the nominated Depots of RailTel Regional office as indicated in LOA/PO/Agreement.

11. Statutory Deduction

These will be made at source at the time of making payment as per the prevalent rules.

12. Purchaser's Right to Accept or Reject Bid

12.1 The purchaser reserves the right to accept or reject bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

12.2 Long Term Availability of Spares & System Support

Deleted

12.3 Issue of Letter of Acceptance (LOA/PO)

The bidder shall within 7 days of issue of the LOA/PO, give his acceptance for LOA/PO.

13. BID PRICE

13.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance, Octroi etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the contract as per schedule of requirement given in Chapter 2. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

13.2 The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.

13.3 **FALL CLAUSE:** The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.

13.4 Except in conditions of clause 12.3 above, the price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

14. Clause wise Compliance

Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

15. Inspection

15.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by RailTel's authorized representative. The material/equipment/interface cards should be offered for inspection. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.

15.2 Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc. and their Quality Assurance Plan.

15.3 In case material/equipment/interface card fails during inspection, the fresh lot of material/equipment/interface card shall be offered by the manufacturer/supplier without any extra

cost. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

16. FORCE MAJEURE

Force majeure shall mean-

- War, hostilities (whether was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.
- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

17. SETTLEMENT OF DISPUTES

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

18. Earnest Money Deposit (EMD)/ Bid Security

The tenderer shall deposit earnest money along with the tender in favour of **RailTel Corporation of India Ltd., payable at Secunderabad** in the form of Demand Draft from any Scheduled bank as detailed below:

SI No	Description of work	Earnest Money (EMD) in Rs.
1	"Supply of HD Video Conferencing End Points SX20 "	45000/-

EMD shall be submitted only in form of Bank Demand Draft ,other forms shall not be accepted and bids shall be rejected outright. Earnest Money of unsuccessful Tenderers shall be returned & that of successful tenderer after supply and acceptance of the material and upon submission of valid SD/PBG. **Tenders without earnest money will be summarily rejected.** However, Firms registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD provided they registered tendered items/work and valid and in current. Copy of certificate to be submitted along with tender bid.

No interest is allowed on this Deposit and RailTel Corporation reserves the right to forfeit the Earnest Money Deposit in case of failure on part of the contractor to fulfill the conditions of contract.

EMD should remain valid for a period of 90 days beyond the final bid validity period.

Forfeiture of Earnest Money:

When the tenderers withdrawn or revised his offer within the validity period, RailTel has the right to forfeit the Earnest Money Deposit.

19. GOVERNING LAWS

This 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.

20. TERMINATION FOR DEFAULT

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

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

20.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 the Purchaser may proceed, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

21. TERMINATION FOR INSOLVENCY

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

22. Bid Submission and Opening Date

22.1 Authorized representative of the firm should sign each and every page of bid. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.

22.2 The envelope shall be addressed to the Purchaser at the following address:

**Rail Tel Corporation of India Ltd.
2nd Floor, B - Block, (Above Syndicate Bank)
Rail Nilayam Building, Rail Nilayam
Secunderabad – 500071.**

22.3 The envelope shall bear **Name of work, the Tender no, and the words “DO NOT OPEN BEFORE” (due date).**

22.4 Bid should be delivered to the above address so as to reach up to 15:00 hours of due date. The bids shall be opened at 15:00 Hrs on the same day in the above office in the presence of representative of the bidder. Bid received after due date and time shall be summarily rejected and shall not be opened.

23. Evaluation of Offer:

“For the purpose of relative ranking of offers, all inclusive value for entire supply, transportation to site and warranty period support, etc.

The bidders should quote for all items & the offer will be evaluated on overall basis.

24. Security Considerations & Security Agreement:

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

