

**RailTel Corporation of India Ltd.**  
**1-10-39 to 44,6A,6<sup>th</sup> Floor, Gumidelli Towers, Begumpet Airport Road,**  
**Opp. Shoppers stop, Begumpet, Hyderabad- 500016**

**RailTel CORPORATION OF INDIA LIMITED**  
**(A Govt. of India Undertaking)**  
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड  
(भारत सरकार का एक उपक्रम)

**1-10-39to 44, 6A, 6<sup>th</sup> Floor, Gumidelli Towers,**  
**Begumpet Airport Road,**  
**Begumpet, Hyderabad-500016**  
1-10-39 से 44, 6A, 6<sup>वीं</sup> मंजिल, Gumidelli टावर्स,  
बेगमपेट एयरपोर्ट रोड,  
बेगमपेट, हैदराबाद-500016

**ELECTRONIC TENDER DOCUMENT**  
**FOR**

इलेक्ट्रॉनिक निविदा दस्तावेज़  
के लिए

**“Supply & Installation of Network Smart Racks as per SOR and Technical Specification”**  
**“Network Smart Rackकी आपूर्ति, SOR और तकनीकी विनिर्देश के अनुसार”**

एकल-E-निविदासंख्या: RailTel/E-Tender/SR/SC/23-24/ST/35 dated 10-11-2023.  
Single E- TENDER NO: RailTel/E-Tender/SR/SC/23-24/ST/35 dated 10-11-2023.

**Single Tender (One Packet System)**  
एकलनिविदा (एकपैकेटप्रणाली)

**Due date for opening: 24-11-2023.**  
(खोलनेकीनियततिथि)

**CHAPTER-1**..... 7

    SCHEDULE OF REQUIREMENTS .....7

    SCHEDULE-A: SUPPLY & INSTALLATION OF NETWORK SMART RACKS .....7

    SCHEDULE-B: SERVICES (NOT USED).....7

**CHAPTER- 2**..... 11

    BID DATA SHEET (BDS)..... 11

**CHAPTER - 2-A**..... 12

    E-TENDERING INSTRUCTIONS TO BIDDERS ..... 12

    2.1 GUIDELINES FOR REGISTRATION..... 12

    2.2 SEARCHING FOR TENDER DOCUMENTS ..... 12

    2.3 PREPARATION OF BIDS ..... 12

    2.4 SUBMISSION OF BIDS ..... 13

    2.5 FOR ANY CLARIFICATION IN USING ENVIDA PORTAL: ..... 13

    2.6 E - REVERSE AUCTION\* ..... 13

    2.7 RAILTEL MAY DISCHARGE THE TENDER AT ANY STAGE WITHOUT ASSIGNING ANY REASON ..... 14

    2.8 RAILTEL CONTACT-I (FOR GENERAL INFORMATION)..... 14

**CHAPTER-3**..... 15

    3.1 SCOPE OF WORK: ..... 15

    3.2 DELIVERY SCHEDULE: ..... 15

    3.3 ELIGIBILITY CRITERIA: ..... 15

    3.4 EVALUATION CRITERIA: ..... 15

    3.5 ISSUE OF LOA/ PURCHASE ORDER:..... 16

    3.6 BILL PASSING & PAYING AUTHORITY: ..... 16

    3.7 TRAINING AND SUPPORT SERVICES: NOT USED ..... 16

    3.8 LONG TERM MAINTENANCE SUPPORT/AMC: NOT USED. .... 16

    3.9 SPLITTING OF QUANTITY-NOT USED. .... 16

    3.10 MAKE IN INDIA CLAUSE..... 16

    3.11 FOR NSIC REGISTERED FIRM..... 16

    3.12 UPDATION OF LABOUR DATA ON RAILWAY SHRAMIKKALYAN PORTAL-NOT USED ..... 17

    3.13 CLARIFICATION REQUESTS: ..... 17

    3.14 PAYMENT TERMS:..... 17

    3.15 LIMITATION OF LIABILITY:..... 17

    3.16 TAX VARIATION: ..... 17

    3.17 CARE IN SUBMISSION OF TENDER: ..... 17

    3.18 REPLACEMENT SERVICES ..... 18

    3.19 CERTIFICATE OF CONFORMANCE (COC) ..... 18

    3.20 RATES DURING NEGOTIATION:..... 18

    3.21 INSURANCE ..... 18

    3.22 SYSTEM PERFORMANCE GUARANTEE..... 18

    3.23 SECURITY CONSIDERATIONS & SECURITY AGREEMENT-NOT USED ..... 18

    3.24 FALL CLAUSE ..... 18

    3.25 ANNULMENT OF AWARD ..... 19

    3.26 CLAUSE WISE COMPLIANCE ..... 19

    3.27 NIL OR UNCLEAR RESPONSE STATEMENTS ..... 19

    3.28 INSPECTION ..... 19

    3.29 CONSTITUTION OF FIRM AND POWER OF ATTORNEY ..... 19

    3.30 OPENING OF TENDER..... 19

    3.31 NON-TRANSFERABILITY & NON-REFUNDABILITY ..... 19

    3.32 ERRORS, OMISSIONS & DISCREPANCIES ..... 19

    3.33 WRONG INFORMATION BY TENDERER ..... 19

    3.34 INTEGRITY PACT PROGRAM-NOT USED. .... 19

    3.35 EMD DECLARATION LETTER:..... 19

    3.36 LIQUIDATED DAMAGES:..... 20

    3.37 TRADE RECEIVABLES DISCOUNT SYSTEM (TREDS):..... 20

**CHAPTER-4**..... 21

**4 SCOPE OF WORK** ..... 21

4.1	BIDDER RESPONSE AGAINST SCOPE/SPECIFICATIONS .....	22
4.2	COMPLIANCE TO TECHNICAL REQUIREMENTS .....	22
4.3	VARIANCE FROM SPECIFIED REQUIREMENTS .....	23
4.4	DETAILED TECHNICAL INFORMATION .....	23
4.5	COMMON GUIDELINES REGARDING COMPLIANCE OF EQUIPMENT/SYSTEM .....	23
4.6	ELECTROMAGNETIC INTERFERENCE -NOT USED.....	23
4.7	ENVIRONMENTAL CONDITIONS-NOT USED .....	23
4.8	POWER SUPPLY ARRANGEMENT .....	23
4.9	PROTECTION AGAINST TRANSIENTS, SURGES AND LIGHTNING:.....	23
4.10	EARTHING .....	24
4.11	INSPECTION, INSTALLATION, TESTING & COMMISSIONING .....	24
4.12	PRE-COMMISSIONING .....	24
4.13	SITE ACCEPTANCE TESTING (SAT)- NOT USED .....	24
4.14	PROVISIONAL ACCEPTANCE CERTIFICATE (PAC) -NOT USED .....	24
4.15	SPARES: NOT USED.....	24
4.16	DELETED.....	24
4.17	TRAINING- NOT USED.....	24
<b>CHAPTER 5</b>	<b>.....</b>	<b>25</b>
	OFFER LETTER .....	25
<b>CHAPTER-6</b>	<b>.....</b>	<b>26</b>
6.0	INSTRUCTIONS TO THE TENDERERS .....	26
6.1	OFFER LETTER .....	26
6.2	INSTRUCTIONS FOR TENDER DOCUMENT TO THE TENDERER .....	26
6.3	SUBMISSION OF OFFERS AND FILLING OF TENDER: .....	26
6.4	EARNEST MONEY DEPOSIT (EMD):.....	27
6.5	SECURITY DEPOSIT AND PERFORMANCE BANK GUARANTEE: .....	27
6.6	NO INTEREST ON EARNEST MONEY AND PERFORMANCE SECURITY: .....	28
6.7	FAX QUOTATIONS & LATE TENDERS:.....	28
6.8	DELETED .....	28
6.9	ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:.....	28
6.10	DIGITALLY SIGNED& STAMPED: .....	28
6.11	RATE, TAXES AND DUTIES: - .....	28
6.12	EXCISE DUTY: DELETED .....	28
6.13	GST RELATED CLAUSE: .....	28
6.14	IN CASE OF IMPORTED EQUIPMENT: - .....	29
6.15	INCOME TAX PAN DETAILS: .....	29
6.16	VALIDITY: .....	29
6.17	EVALUATION CRITERIA: .....	29
6.18	THE SPECIAL TENDER CONDITIONS:.....	29
6.19	COMPLIANCE & DEVIATION STATEMENTS: .....	30
6.20	TENDERER’S COMMENTS: .....	30
6.21	DELETED.....	30
6.22	TAX DEDUCTED AT SOURCE: .....	30
6.23	ADDENDA / CORRIGENDA: .....	30
6.24	AMBIGUITY: .....	30
6.25	BID SUBMISSION & OPENING (ONLINE ONLY).....	30
<b>CHAPTER 7</b>	<b>.....</b>	<b>31</b>
	GENERAL TENDER CONDITIONS .....	31
7.0	ACCEPTANCE OF THE OFFERS: - .....	31
7.1	QUANTITY TO BE ORDERED: .....	31
7.2	DELETED .....	31
7.3	PAYMENT TERMS:.....	31
7.4	INSPECTION: .....	31
7.5	TERMS OF DELIVERY: .....	31
7.6	DELIVERY SCHEDULE .....	31
7.7	MARKING OF MATERIAL SUPPLIED: .....	31
7.8	PROCUREMENT FROM MANUFACTURERS AUTHORIZED AGENTS / DISTRIBUTORS: .....	32
7.9	RAILTEL REGION’S DETAILS: .....	32

7.10	THE DELIVERY LOCATION IS MENTIONED AT CLAUSE 3.2 OF CHAPTER-3 .....	32
7.11	PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: .....	32
7.12	ISSUE OF CONFIRMED SUPPLY ORDERS:.....	32
7.13	FORCE MAJEURE CLAUSE: .....	32
<b>CHAPTER 8</b>	<b>.....</b>	<b>33</b>
	STANDARD CONDITIONS OF CONTRACT .....	33
	8 DEFINITIONS AND INTERPRETATION.....	33
	8.2 QUOTATIONS OF RATES BY CONTRACTORS .....	35
	8.3 CONTRACT. ....	35
	8.4 SECURITY DEPOSIT.....	35
	8.5 DELIVERY. ....	35
	8.6 TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT- .....	36
	8.7 EXTENSION OF TIME FOR DELIVERY:.....	37
	8.8 DELETED .....	37
	8.9 DELETED .....	37
	8.10 SAMPLES.....	37
	8.11 RISK OF LOSS OR DAMAGE TO PURCHASER’S PROPERTY. ....	38
	8.12 FACILITIES FOR TEST AND EXAMINATION: .....	38
	8.13 CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT-.....	39
	8.14 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT .....	39
	8.15 INDEMNITY:.....	41
	8.16 PACKING.....	41
	8.17 PROGRESS REPORTS. ....	42
	8.18 REMOVAL OF REJECTED STORES.....	42
	8.19 SYSTEM OF PAYMENT.....	42
	8.20 WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED.....	43
	8.21 CORRUPT PRACTICES .....	43
	8.22 INSOLVENCY AND BREACH OF CONTRACT.....	44
	8.23 LAWS GOVERNING THE CONTRACT:.....	44
	8.24 HEADINGS. ....	45
	8.25 SETTLEMENT OF DISPUTES/ ARBITRATION .....	45
	8.26 INSPECTION &REJECTION: -.....	45
	8.27 WARRANTY/GUARANTEE.....	46
	8.28 INSPECTION AT THE FAG END OF THE DELIVERY PERIOD: .....	46
	8.29 DENIAL CLAUSE:.....	47
	8.30 ADDITIONAL CONDITIONS: - .....	47
<b>CHAPTER-9</b>	<b>.....</b>	<b>48</b>
	9.1 ANNEXURE-1 - PROFORMA FOR PERFORMANCE BANK GUARANTEE. ....	48
	9.2 ANNEXURE-II - MAF .....	50
	FORM No.1 - (PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE).....	51
	FORM No. 2 – NOT USED .....	52
	FORM No. 3 - CERTIFICATE TO BE SUBMITTED TO NSIC/MSME BIDDER.....	53
	FORM No. 4 – NOT USED .....	54
	FORM No. 5 (INDEMNITY BOND) .....	55
	FORM No. 6 – NOT USED .....	56
	FORM No.-7 (CERTIFICATE OF CONFORMANCE) .....	57
	FORM No.-8 (FORMAT FOR BID SECURITY DECLARATION) .....	58
<b>CHAPTER 10</b>	<b>.....</b>	<b>59</b>
	CHECK LIST (TO BE FILLED UP & UPLOADED).....	59



**RailTel Corporation of India Limited**  
**A Government of India (Ministry of Railways) Undertaking**  
 6th Floor, Gumidelli Tower, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET,  
 HYDERABAD- 500 016, Telangana.

**Single E-Tender Notice No.: RailTel/E-Tender/SR/SC/23-24/ST/35 Dated 10-11-2023.**  
**एकलनिविदासूचना**

**M/s Marushika Technology Advisors Pvt. Ltd. (MATA)**  
**(Authorized distributor of M/s RITTAL INDIA PRIVATE LIMITED – New Delhi)**  
**5, Shiv Arcade Complex, Acharya Niketan Market,**  
**Mayur Vihar, Phase-1, New Delhi-110091.**  
**Mo.9810390627**

**Subject: Single Tender for “Supply & Installation of Network Smart Racks”**

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders for “**Supply & Installation of Network Smart Racks**” as per schedule of requirement (SOR) and specification enclosed to the tender document.

रेलटेल कारपोरेशन ऑफ इंडिया लिमिटेड (रेलटेल) आवश्यकता की अनुसूची (एसओआर) और निविदा दस्तावेज में संलग्न विनिर्देश के अनुसार **Network Smart Racks** की आपूर्ति और स्थापना के लिए ई-निविदाएं आमंत्रित करता है।

a)	Start date of Tender downloading निविदा डाउनलोड करने की प्रारंभ तिथि	10-11-2023.
b)	Pre-Bid Meeting प्री-बिड मीटिंग	Deleted.
c)	Last date for Submission of Tender बोली जमा करने की तिथि	24-11-2023 at 15:30
d)	Opening of e-bid ई-बोली खोलना	24-11-2023 at 15:30
e)	Approximate cost of Tender निविदा की अनुमानित लागत	Rs.1,09,91,700/- (including GST@18%)
f)	Earnest Money (EMD) अर्नेस्ट मनी (EMD)	₹.2,19,900/-
g)	Cost of Tender Document निविदा दस्तावेज की लागत	Rs.1,770/- (Including 18% GST)
h)	Tender processing fee on e-Tender portal ई-टेंडर पोर्टल पर टेंडर प्रोसेसिंग फीस	Rs.8,850/-
i)	e-Tendering portal for submission of bids बोलियां जमा करने के लिए ई-टेंडरिंग पोर्टल	<a href="https://railtel.eNivida.com">https://railtel.eNivida.com</a>
<b>RA parameters:</b>		
	i. Initial period for auction:	Not Applicable
	ii. Extension Period	
	iii. Decrement Value	

**Note:**

- i. Eligible MSEs are exempted from cost of Tender Documents and EMD only. No other exemption will be given. However, Bid Security Declaration should be submitted by MSME/NSIC registered Firm. पात्र एमएसई को केवल निविदा दस्तावेजों और ईएमडी की लागत से छूट दी गई है। कोई अन्य छूट नहीं दी जाएगी। हालांकि, बोली सुरक्षा घोषणा एमएसएमई / एनएसआईसी पंजीकृत फर्म द्वारा प्रस्तुत की जानी चाहिए.
- ii. Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://railtel.eNivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender

document will not be sold from RailTel office.

निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और [www.railtelindia.com](http://www.railtelindia.com) से या ई-टेंडरिंग पोर्टल से <https://railtel.eNivida.com> डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://railtel.eNivida.com> से निविदा दस्तावेज की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी सूचनाएं अर्थात् शुद्धि पत्र/परिशिष्ट/संशोधन आदि केवल ई-

निविदा पोर्टल पर पोस्ट की जाएंगी। रेलटेल कार्यालय से निविदा दस्तावेज की मुद्रित प्रतिलिपि नहीं बिची जाएगी।

- iii.** This tender is covered under Integrity Pact Program of RailTel, and the bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bid.  
इस निविदा को रेलटेल के इंटिग्रिटी पैक्ट प्रोग्राम के तहत कवर किया गया है, और बोलीदाताओं को इंटिग्रिटी पैक्ट पर हस्ताक्षर करने और बोली के साथ रेलटेल को प्रस्तुत करने की आवश्यकता होती है।

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

बोलीदाता बोली में तैयारी,

प्रस्तुत करने/भागीदारी से जुड़ी सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की परवाह किए बिना इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

SD/-

**Approving Authority**

**INDEX**  
Section-1  
Chapter-1

**Schedule of Requirements**

**Schedule-A: Supply & Installation of Network Smart Racks**

S. No	Description of Item	Unit	Qty	Unit price (all inclusive) in Indian Rupees (Y)		Total Price (all inclusive) in Indian Rupees (X*Y)	
				In words	In figures	In words	In figures
1	Supply and Installation of Server and Network Smart Rack (Server Rack-3Nos) with accessories and 2 Nos PDU along with Cooling Unit (2 Nos) with Piping and Low Side works, Environment Monitoring system, cooling unit accessories, related electrical work and Rack based Fire detection, Extinguishing System, Rodent repellent system other accessories as per specification enclosed. [Detailed Specification in Technical Document] Inspection: RITES	Nos	3	<b>To be filled in Enivida Portal</b>			
<b>Total cost of item S. No 1 above (in Rs.)</b>							

**Schedule-B: Services (Not Used)**

<b>Note and instruction to bidder with respect to Schedule</b>	
<b>I</b>	<p><b>a)</b> All items should be quoted as per technical specifications defined in Chapter-4. Unit rate quoted against SOR above should be Carriage &amp; Insurance Paid (CIP) up to destination inclusive of all duties, taxes, insurance and freight, cost of loading/unloading etc. (with break-up as per Performa attached as Annexure- A) The location of delivery will be Hubli, Mysuru, Bengaluru (Karnataka). Consignee Details and Address of the delivery is provided in clause No. 3.2/ Chapter-3. The price breakup sheet duly filled is required to be enclosed. Tenderer to give the detailed Bill of Material including break up of total unit cost. Without breakup the bid is liable to be rejected.</p> <p><b>b)</b> The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 2).</p> <p><b>c)</b> If there is any discrepancy in the Total amount and the Unit Rate, the value shown in the Unit Rate shall be considered final for the evaluation.</p> <p><b>d)</b> The detailed Bill of Material with rates to be enclosed as per design parameters in chapter-4 and meeting all technical and functional requirements in SWR Tender&amp; corrigendum. Without breakup the bid is liable to be rejected.</p> <p><b>e)</b> HSN codes for all items to be provided in details price sheet along with the bid.</p> <p><b>f)</b> OEM Undertaking to be submitted for providing 3 years warranty (Price shall be inclusive of 3-year warranty.) - If during the course of the contract if the ownership /shareholder of the company changes, the present OEM shall give an undertaking to this effect to support <b>Smart Rack System</b> under the present scope of work.</p>
<b>II</b>	Tenderer to give the detailed break up of common units/parts/sub-modules etc. for building up the SOR items.(Indicative parts/sub modules as per SWR technical specification given below at 1.2)
<b>III</b>	The Offered Model/Product should have not less than 8 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid.
<b>IV</b>	Bill of Material supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM. (Indicative BoM as per SWR technical specification detailed below at 1.2)
<b>V</b>	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.
<b>VI</b>	The Tenderer should enclose Bid Specific Manufacturer Authorization Form (MAF) along with the bid. Bid submitted without MAF shall not be considered.
<b>VII</b>	The Equipment shall be supplied with necessary installation kit.

<b>Note and instruction to bidder with respect to Schedule</b>	
<b>VIII</b>	The Tenderer/bidder should be OEM (M/s. Rittal India Pvt Ltd.) or allowed for participation through Indian Subsidiary of OEM or the authorized partner of OEM. In case of the authorized partner of OEM is participating, specific authorization for doing so from the OEM is required and Tender specific authorization from OEM, addressed to RailTel should be required to be submitted. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.

<b>1.2 Indicative BoM and Technical Specification for Smart Rack</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>UOM</b>	<b>RFP Qty</b>
<b>A) Server and Networks Racks with Accessories and PDU</b>			
1	Frame, 800 W x 2000 H x 1200 D, Front Glass Door with comfort handle with lock insert (130 Degree Hinges) with Rear sheet steel Double door (130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert, Top cover with cutout with cover plate for cable entry, bottom cover with gland plates for cable entry, 19" angles 2 pairs on 4 nos of cable troughs front and rear, 6 nos of punched sections. with a Levelling Feet pack of 4.	EA	3
2	Frame, 300W x 2000H x 1200D, Front sheet steel Door with comfort handle with lock insert (130 Degree Hinges) with Rear sheet steel door (130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert, Top cover with cutout with cover plate for cable entry, bottom cover with cutout with cover plate for cable entry. plinth 300W x 100H x 1200D	EA	2
3	Frame, 800W x 2000H x 300D, Top cover Plain. Bottom cover with cutout and cover plate for cable entry. plinth 800W x 100H x 300D, Vertical Shielding - 2nos	EA	3
4	Frame, 300W x 2000H x 300D, Top cover Plain. Bottom cover plain. plinth 300W x 100H x 300D	EA	2
5	Side Panel 2000H X 1200D Screw Fixed, unvented (pack of 2)	PU	1
6	Side Panel 2000H X 300D Screw Fixed, unvented (pack of 2) (All dimensions are indicative)	PU	1
7	Metal Shunting rings 90 x 60 (Pack of 10)	EA	4
8	Component Shelf 720mm Deep	EA	4
9	Captive hardware (Pack of 20)	EA	20
10	Baying kit (Pack of 6)	PU	12
11	Blanking Panel 1 U, ABS Material (Black Color) (Pack of 20)	PU	80
12	Earth Straps, 4Sqm, 170mm in length Pack of 5	EA	4
13	Earth rail 15x5x450 with 20 Points	EA	4
14	Cable route 300 Wx1700 H RAL	EA	6
15	Cable Management Duct(90x90)	EA	6
16	Plinth 800Wx100Hx1200D,	EA	2
17	Vertical PDU, 32A, Single Phase, C13 Sockets - 16nos, C19 Sockets - 4nos, 32A DP MCB with cover, Power cord of 6sqmm x 3 core cable with pin type lugs.	EA	8
18	Temperature based lights for racks	EA	4
<b>B) Zero U Cooling Unit with Piping and Low side works</b>			
1	External Condensing Unit (ODU) - 7kW	EA	2
2	Redundancy Controller with Display Unit	EA	2
3	Zero U Rack based Heat Exchanging Unit (IDU)	EA	2
4	Low Side Work for Air-conditioning unit including copper piping & installation of 15 mtr with refrigerant charge, cabling, stand and other low side accessories (cable trough &cabling)	LOT	2
<b>C) Environment monitoring system (EMS)</b>			
1	Processing Unit	EA	1
2	I/O-Unit	EA	1
3	Temperature/humidity sensor	EA	4
4	Programming cable USB	EA	1
5	CAN-Bus Unit Access	EA	4
6	Door Kit, 2-piece door	EA	4
7	Leakage sensor, 15 m	EA	1
8	Door Control Module	EA	2
9	LTE Unit	EA	1
10	Handle (electro-magnetic)	EA	4

<b>1.2 Indicative BoM and Technical Specification for Smart Rack</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>UOM</b>	<b>RFP Qty</b>
11	Door Switch	EA	4
12	Power Pack	EA	3
13	Connection cable C13/C14	EA	3
14	Mounting unit, 1 U	EA	4
15	Cable clamp rail	EA	4
16	CAN-Bus connection cable, 1,5 m	EA	12
17	CAN-Bus connection cable, 2 m	EA	5
18	Mounting component for Signal pillar	EA	1
19	Led Steady light	EA	1
20	Connection component	EA	1
21	Acoustic component for Signal pillar (100dB)	EA	1
22	Biometric Reader	EA	4
<b>D) Cooling unit accessories</b>			
1	TOP THERM ENCLOSURE HEATER 800 W	EA	2
2	HYGROSTAT SWITCH	EA	2
<b>E) Electrical Works</b>			
1	Electrical DB Panel with Raw Power Input and UPS output Distribution System with Electrical Cabling.	LOT	1
<b>F) Rack Based Fire Detection &amp; Extinguishing System</b>			
1	Rack based fire detection & suppression system for 4 Rack solution with common cylinder (mounted at end of row) without VESDA 1 Lot	SET	1
<b>G) Rodent Repellent system for Racks</b>			
1	Rodent Repellent system for 4 Racks Solution	SET	1
<b>H) Project Installation and Commissioning</b>			
1	Installation and Commissioning, 3 Years Extended Warranty and Freight Unloading Charges.	SET	1

I- Price Schedule for Imported Items/sub items

SN	Description with HSN Code	Total Qty	Ex-Factory Price (Basic Unit Price exclusive of all levies and charges)	Unit Price per Unit CIF	Custom Duty	CGST, IGST, SGST & GST	Pkg & Inland Freight	Inland Insurance	Other Charges and Levies (to be specified by bidder)	Price Per Unit (all inclusive) for delivery at destination (4A+4B+5+6+7+8+9)
				%	%	%	%	%	%	
1	2	3	4A	4B	5	6	7	8	9	

II- Price Schedule for Indigenous Items/sub items

SN	Item Description with HSN Code	Total Qty	EX-Factory Price (Basic Unit Price exclusive of all levies and charges)	GST		Pkg & Forwarding Charges		Freight & Insurance Charges		Other Charges and Levies	Price Per Unit (all inclusive) for delivery at destination (4+6+8+10+11)
				%	Amt	%	Amt	%	Amt		
1	2	3	4	5	6	7	8	9	10	11	12

II- Price Schedule for Service Items.

SN	Item Description With SAC Code	Total Qty	Basic Unit Price exclusive of all levies and charges	CGST, IGST, SGST & GST		Other Charges and Levies, if any (to be specified by bidder)	Unit price (all inclusive)
				%	Amt		
1	2	3	4	5	6	7	8

(End of Chapter 1)

**CHAPTER- 2**  
**BID DATA SHEET (BDS)**

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

<b>Reference</b>	<b>Description</b>
Tender Notice	Name of work: Supply& Installation of Network Smart Racks as per SOR and Technical Specification.
Clause 6.16, Chapter-6	Validity of offer: 21 days from the date of Tender Opening
Clause 8.28 Chapter-8	Warranty 3 years
Clause 3.2, Chapter-3	Delivery Period 60Days from issue of PO.
<b>Clause3.3, Chapter-3</b>	<b>3.3.1</b> The Tenderer/bidder should be OEM (M/s. Rittal India Pvt Ltd.) or allowed for participation through Indian Subsidiary of OEM or the authorized partner of OEM. In case of the authorized partner of OEM is participating, specific authorization for doing so from the OEM is required and Tender specific authorization from OEM, addressed to RailTel should be submitted. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.
<b>Clause 7.2, Chapter-7</b>	<b>Purchaser's Right to Vary Quantities</b>  (A) Up to maximum extent of +/- 50% subject to following condition  i. Up to +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate (B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.
<b>Clause 6.4, Chapter-6</b>	EMD Rs: 2,19,900/-  • MSME/NSIC Registered Firm with valid certificate are exempted for EMD. The MSME/NSIC Registered Firm In lieu of Earnest Money Deposit (EMD)/Bid Security bidder may submit "Bid Security Declaration" as mentioned in clause <b>3.35 of Chapter-3</b> . EMD amount in this tender.
<b>Clause 3.13, Chapter-3</b>	<b>Clarification Requests</b>  Written queries/ clarification request may be sent to RailTel's office through e-mail <a href="mailto:sudhir.kumar@railtelindia.com">sudhir.kumar@railtelindia.com</a> with copy to kumar@railtelindia.com
<b>Tender Notice</b>	<b>Last Date of Submission of Offer</b>  Date: 24-11-2023 Time: 15:00 (Online on e-Nivida e-tendering portal)
<b>Tender Notice</b>	<b>Date of Opening of Tender</b>  Date 24-11-2023 at 15:30 Time(Online on e-Nivida e-tendering portal)
<b>Clause 2A.6</b>	<b>Applicability of Reverse Auction: Reverse auction is not applicable in this tender</b>

**Reference Document for SWR Tender: Tender No:** SG-SWR-P-MPLS-VSS-EX-TCCS and all released corrigendum/addendum.

**(End of Chapter 2)**

## Chapter - 2-A

### E-tendering Instructions to Bidders

#### General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 6 of the Tender Document.

E -Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://railtel.eNivida.com>. The link of e-procurement portal is also given on our official RailTel portal i.e., [www.railtelindia.com](http://www.railtelindia.com) under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the enivida Portal may be obtained at [:https://railtel.enivida.com](https://railtel.enivida.com)

#### 2.1 GUIDELINES FOR REGISTRATION

- 2.1.1 Bidders are required to enrol on the e-Procurement Portal (<https://railtel.enivida.com/bidderRegistration/newRegistration>) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
- 2.1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
- 2.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.
- 2.1.5 Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
- 2.1.7 The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- 2.1.8 After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [eprocurement@railtelindia.com](mailto:eprocurement@railtelindia.com) for activation of account.

#### 2.2 SEARCHING FOR TENDER DOCUMENTS

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

#### 2.3 PREPARATION OF BIDS

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

submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

## 2.4 SUBMISSION OF BIDS

- 2.4.1** Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.4.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
- 2.4.3** Bidder has to select the payment option as “e-payment” to pay the tender fee /EMD as applicable and enter details of the instrument.
- 2.4.4** In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
- 2.4.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 2.4.6** The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 2.4.7** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.8** Upon the successful and timely submission of bid click “Complete” (i.e., after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- 2.4.9** The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 2.4.10** All document needs to be submitted online only. There is no need of submission of offline document. Original copy of following document is needed to be submitted by the successful bidder before issuance of LOA.
- a. Power of Attorney.
  - b. Original copies of Form No. 1 (System Performance Guarantee),
  - c. Form No.2 (Performa for Long Term Maintenance Support-**Not Used**)
  - d. Manufacturer Authorization Form (MAF as per Annex-II Chapter-9)
  - e. Form No. 4 (Integrity Pact-**Not Used**).
  - f. Form No. 5 (Standing Indemnity Bond),
  - g. Form no. 6 (Certificate of Conformance-**Not used**)
  - h. Form no. 7 (Certificate of Conformance)
  - i. Form no. 8 (Bid Security Declaration, if opted in lieu of EMD)
  - j. Certificate from OEM for End of Life of Equipment’s
  - k. Other documents mentioned in tender document.

## 2.5 For any clarification in using enivida Portal:

- 2.5.1** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.5.2** Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.  
Please feel free to contact enivida Helpdesk (as given below) for any query relate to e-tendering.  
Phone No.: - 011-49606060/9205898228  
Mail id: - [eprocurement@railtelindia.com](mailto:eprocurement@railtelindia.com)

## 2.6 E - Reverse Auction\*

(Please refer to Bid data sheet for applicability of reverse auction for tender): Not applicable for this tender.

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

**2.8** RailTel Contact-I (for general Information)

Sudhir Kumar: Sr. Manager/Project/SBC

Telephone :9008028184

E-mail ID: [sudhir.kumar@railtelindia.com](mailto:sudhir.kumar@railtelindia.com)

RailTel Contact-II (for general Information)

K Kumar: TM/SBC

Telephone: 9717644416,

E-mail ID: [kumar@railtelindia.com](mailto:kumar@railtelindia.com)

**(End of Chapter 2A)**

## CHAPTER-3

### SPECIAL TENDER CONDITIONS

#### 3.1 Scope of work:

Scope of work of the bidder covers the Supply and Installation of Network Smart Rack as per SOR and Technical Specification, the bidder should ensure the timely supply of the proposed system as per the agreed schedule. Any functionality not expressly stated in this document but required to meet the needs of the SWR as per the Tender requirement to ensure successful operations of the system shall essentially be under the scope of the bidder and for that no extra charges shall be admissible.

The Tenderer shall quote Total all Inclusive Rate of Supply, Installation and commissioning clearly indicating the breakup of rates, applicable duties, and taxes, etc. as mentioned in Chapter-1.

#### 3.2 Delivery Schedule:

Material is required to be delivered by the supplier at the following location/consignee within specified delivery period from the date of issue of purchase order:

##### Consignee Address:

##### **For Hubli:(1 No, smart rack system)**

Office of the Deputy Chief S&T Engineer(Project),  
Opp to DRM's office Compound,  
Keshwapur, Hubballi-580023,  
Mobile No: 7899916788,9008095402,7259019900.

##### **For Mysore:(1 No, smart rack system)**

Office of the Deputy Chief S &T Engineer (Project),  
2<sup>nd</sup> Floor, DRM's Office,  
Irwin Road, Mysuru-570021  
Mobile No: 8050527877/9731667878.

##### **For Bengaluru:(1 No, smart rack system)**

Office of the Deputy Chief S &T Engineer (Project),  
Doddajala Railway stores,  
Near Doddajala Railway Station  
Bangalore, Karnataka-562157  
Mobile No: 8919129325/9148871988.

#### 3.3 Eligibility Criteria:

- 3.3.1 The Tenderer/bidder should be OEM or Indian Subsidiary of OEM or the authorized partner of OEM. In case of the authorized partner of OEM is participating, specific authorization for doing so from the OEM is required and Tender specific authorization from OEM, addressed to RailTel is required to be submitted. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.
- 3.3.2 Eligibility Criteria for OEM:OEM is eligible to participate in the Tender. However, the final selection will be done on compliance of tender requirement and as per the evaluation criteria defined.
- 3.3.3 Not used.

#### 3.4 Evaluation Criteria:

- 3.4.1 The Total all Inclusive Rate of CIP destination given in Schedule of Requirement for schedule-A, will be criteria for deciding the inter-se-position and consideration of offers against the Schedule of Requirements

given in the Schedule. It is mandatory for Tenderer to quote for all items of the schedule. Any bid not having quotes for all the items of the schedule will not be considered for evaluation.

- 3.4.2** Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- 3.4.3** The tenderer should make available the offered products, if desired during technical evaluation of offered Equipment for testing and benchmarking at any testing facility approved by RailTel.
- 3.4.4** The bidders should quote for all items. The bidders should indicate brand name, type/model number of the products offered. Optional items will not be considered for evaluation of offers. The Equipment should be supplied as per Technical Specifications given in Chapter-4.
- 3.4.5** Bidder has to submit an undertaking, which broadly states that as SWR Tender and Corrigendum, any shortcoming in the BOQ will be addressed by bidder to ensure the SWR, Project & SLA requirements and acceptance of supply from customer, without any commercial implication.

**Note:** RailTel may discharge the tender at any stage without assigning any reason.

### **3.5 Issue of LOA/ Purchase order:**

- 3.5.1** Purchaser will issue LOA/Purchase Order to the successful bidder for the quantities indicated in Schedule of Requirements. The supplier will have to honour all the SPOs/POs issued and complete the supplies within the contracted delivery period.
- 3.5.2** Not Used.
- 3.5.3** The issue of LOA/ purchase order in favour of the successful bidder/s shall constitute the intention of the purchaser to enter into contract with the bidder. The bidder shall have to furnish the acceptance along with performance bank guarantee as per clause 6.5 within 30 days of issue of LOA/PO.
- 3.5.4** If the successful bidder fails to submit the accepted copy of LOA/PO and required PBG within 30 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. The Tenderer shall also submit the Test Reports.
- 3.5.5** In the event of any tenderer whose tender is accepted and refuses to execute the LOA/PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

### **3.6 Bill Passing & Paying Authority:**

Accounting unit/bill passing authority for the supplies under SOR is Additional General Manager/SBC Territory/Southern Region/RailTel. Accordingly, all the bills will be submitted to the Deputy General Manager/Finance/Southern Region/RailTel for payment.

### **3.7 Training and support Services: Not Used**

### **3.8 Long Term Maintenance Support/AMC: Not used.**

### **3.9 Splitting of Quantity-Not Used.**

### **3.10 Make in India clause.**

As per Extant Latest Policy of Government of India. Local content certificate should be submitted at the time delivery.

### **3.11 For NSIC registered Firm**

- 3.11.1** For small scale units registered with NSIC under single point registration Scheme and having MSME certificate and participating in this tender enquiry, following exemptions are available: - 1They are exempted from cost of tender documents. 2They are also exempted from depositing Earnest money. These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of

their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

- 3.11.2** No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- 3.11.3** Exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period. The firm has to submit a declaration along with tender bid as per Form-3.

### **3.12 Updation of Labour data on Railway shramikkalyan Portal-Not Used**

### **3.13 Clarification Requests:**

It is solicited that the written queries/ clarifications may be sent to RailTel's office through email or post. The clarifications may also be sent through Railtel portal i.e., www.railtelindia.com.

### **3.14 Payment Terms:**

Payment will be made as per the details furnished below.

#### **3.14.1 Supply, Installation & Commissioning portion:**

Payment Terms for Supply Items:

For hardware supply items, payments will be made for the material supplied in stages.

- a) 80% payment of the items would be made on receipt and acceptance of material by the consignee duly inspected and on submission of the following documents,
- i) Tax Invoice
  - ii) Delivery Challan
  - iii) Packing list
  - iv) Factory Test Report
  - v) Consignee receipt
  - vi) Warranty certificate of OEM
  - vii) Insurance certificate for transit insurance by OEM
  - viii) Contractor's All Risk Insurance Policy
  - ix) Inspection certificate
  - x) A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification of RDSO/RITES inspection certificate wherever applicable.
- b) 20% payment of the value of items of Schedules shall be made on successful installation & commissioning duly certified by RailTel Engineer in-charge.

### **3.15 Limitation of Liability:**

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

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

### **3.16 Tax variation:**

Any changes in the statutory taxes & duties during the contract period shall be on RailTel account within the original DOC. Beyond DOC, any increase in statutory taxes & duties shall be on RailTel's account only when the delay is on account of RailTel. However, benefit of any reduction in Taxes/Duties will be passed on to RailTel.

### **3.17 Care in Submission of Tender:**

- 3.17.1** Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 3.17.2** The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after

the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

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

### **3.18 Replacement Services**

All the faulty Equipment/ Modules/Cards/ Field replaceable units will be replaced by OEM under warranty terms defined in Annexure-III (Standard Conditions applicable for the Warranty/ AMC) of chapter 9.

### **3.19 Certificate of Conformance (COC)**

- 3.19.1** Bidder is insisted to provide COC from original equipment manufacturer (OEM) (for type number and make) duly signed by a competent authority for items ordered. (As per Form No. 6 of Chapter-9)
- 3.19.2** In-case COC from OEM is not available, vendor to attest their COC (As per Form No. 7 of Chapter-9) on their letterhead with authorized personnel signature and stamp stating that the parts provided under the purchase order are unused, unaltered, and authentic, handled as per ESD & MSD requirements and have not been salvaged, reclaimed, otherwise used, or previously rejected for any reason.
- 3.19.3** Failing to provide correct COC and other important documents will further lead to delay in making good receipt, inspection, and acceptance of items, or further may result in rejection of items, for which RAILTEL will not be held responsible for.
- 3.19.4** COC must be sent along with the supply.

### **3.20 RATES DURING NEGOTIATION:**

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

### **3.21 Insurance**

#### **3.21.1 Transit Insurance**

- 3.21.2** Contractor shall take out and keep in force a policy of insurance from the date of delivery starts (including the transit portion) till it reaches at consignee location and provisionally handed over to consignee. The insurance should be up to the 110% of goods value. It may be noted that the beneficiary of the insurance policy should be RailTel/Consignee, or the policies should be pledged in favour of RailTel/Consignee.

#### **3.21.3 All Risk Insurance Policy**

- 3.21.4** The Contractor should ensure the stores brought to site, till its successful installation and commissioning against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value. It may be noted that the beneficiary of the insurance policy should be RailTel/Consignee, or the policies should be pledged in favour of RailTel/Consignee

#### **3.21.5 Deleted.**

#### **3.21.6 Deleted.**

### **3.22 System Performance Guarantee**

- 3.22.1** The tenderer shall give unqualified and unconditional guarantee that when the Equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the 3.27 when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.
- 3.22.2** This certificate in the Proforma given in Chapter 9 Form No. 1, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

### **3.23 Security Considerations & Security Agreement-Not Used**

### **3.24 Fall Clause**

The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of LOA/ Purchase Order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

**3.25 Annulment of Award**

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

**3.26 Clause wise Compliance**

Clause wise compliance statement of all the terms & conditions of tender document, including addenda/corrigenda, if any shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

**3.27 NIL OR UNCLEAR RESPONSE STATEMENTS**

In case of nil or unclear statements of compliance for any specified requirement, RailTel will interpret that particular requirement as being "NON-COMPLIANT".

**3.28 Inspection**

Inspection shall be carried out by RITES. Cost of inspection will be borne by Railway. However, all necessary arrangements to complete the inspection will be solely bidder responsibility.

**3.29 Constitution of Firm and power of Attorney**

- 3.29.1** Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
- 3.29.2** As sole proprietor of the concern or as attorney of the sole Proprietor.
- 3.29.3** As a partner or partners of the firm.
- 3.29.4** As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 3.29.5** In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 3.29.6** The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 3.29.7** In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 3.29.8** The duly notarized Power of Attorney shall be submitted in original or duly signed.

**3.30 Opening of Tender**

Tenderer's Bid will be opened on specified date & time as mentioned in BDS Chapter 2 of the tender in presence of such Tenderers/Representatives who choose to be present.

**3.31 Non-Transferability & Non-Refundability**

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

**3.32 Errors, Omissions & Discrepancies**

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

**3.33 Wrong Information by Tenderer**

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

**3.34 Integrity Pact Program-Not used.****3.35 EMD Declaration Letter:**

MSME/NSIC registered firm for exemption of EMD In lieu of Bid Security/Earnest Money Deposit (EMD) bidder may submit "Bid Security Declaration" in the format given as Form No-8 with Chapter-9 accepting that if they withdraw or

modify their bids during period of validity etc., they will be banned for the period of Three years.

**3.36 Liquidated Damages:**

Liquidated damages @0.5% per week or part thereof (with a maximum ceiling of 10% of the order value), shall be applicable if the delivery is not affected within the stipulated deliver period/completion period.

**3.37 Trade Receivables Discount System (TReDS):**

TReDS feature available	Yes, on m1xchange portal. (Url: <a href="http://www.m1xchange.com">http://www.m1xchange.com</a> )
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- i. RailTel is registered with m1xchange TReDS Platform having Buyer registration “BUYER00001496”. The URL for m1xchange platform is <http://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1change platform for availing the required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDs portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires availing TReDS facility.
- ii. MSE vendor will bear all costs relating to availing the facility of discounting on TreDS platform including but not limited to registration chargers, Transaction chargers for financing , discounting chargers , interest on financing, or any other chargers known by any name shall be borne by MSE vendor.
- iii. MSE vendor hereby agree to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of services or from the buyer’s breach of any of the terms and conditions of the usage Terms or of this Agreement and any applicable Law on a full indemnity basis.
- iv. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE vendor’s) invoices.

**(End of Chapter -3)**

## CHAPTER-4

## TECHNICAL REQUIREMENTS &amp; SPECIFICATIONS

Overview of the Scope of Work (Scope restricted to the Item Supplied, Installed, and commissioned by bidder)

**4 SCOPE OF WORK:**

Scope of work of the bidder covers the **Supply, Installation & Commissioning of Network Smart Racks of as per SOR and Technical Specification.**

Bidder are advised to refer **Tender No:** SG-SWR-P-MPLS-VSS-EX-TCCS detailed technical specification and scope of work as well.

Scope of work majorly includes the following:

- (i) Supply, Installation, and commissioning of Network Smart Racks of as per SOR and Technical Specification as per detailed technical specification mentioned at clause (iii) of chapter 4.
- (ii) Warranty of supplied equipment for 3 years as per the SWR Tender bidder should agree to meet any additional activity for their scope of work required for the SWR project without any additional charges at the time of Acceptance Test.
- (iii) Detailed technical specification as per SWR tender document is furnished below,

Detailed Technical Specification for Smart Rack			
Sl. No.	Description	UOM	RFP Qty
<b>A)</b>	<b>Server and Networks Racks with Accessories and PDU</b>		
1	Frame, 800 W x 2000 H x 1200 D, Front Glass Door with comfort handle with lock insert (130 Degree Hinges) with Rear sheet steel Double door (130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert, Top cover with cutout with cover plate for cable entry, bottom cover with gland plates for cable entry, 19" angles 2 pairs on 4 nos of cable troughs front and rear, 6 nos of punched sections. with a Levelling Feet pack of 4.	EA	3
2	Frame, 300W x 2000H x 1200D, Front sheet steel Door with comfort handle with lock insert (130 Degree Hinges) with Rear sheet steel door (130 Degree Hinges) with Door vertical and Horizontal Door Stiffener with comfort handle with lock insert, Top cover with cutout with cover plate for cable entry, bottom cover with cutout with cover plate for cable entry. plinth 300W x 100H x 1200D	EA	2
3	Frame, 800W x 2000H x 300D, Top cover Plain. Bottom cover with cutout and cover plate for cable entry. plinth 800W x 100H x 300D, Vertical Shielding - 2nos	EA	3
4	Frame, 300W x 2000H x 300D, Top cover Plain. Bottom cover plain. plinth 300W x 100H x 300D	EA	2
5	Side Panel 2000H X 1200D Screw Fixed, unvented (pack of 2)	PU	1
6	Side Panel 2000H X 300D Screw Fixed, unvented (pack of 2) (All dimensions are indicative)	PU	1
7	Metal Shunting rings 90 x 60 (Pack of 10)	EA	4
8	Component Shelf 720mm Deep	EA	4
9	Captive hardware (Pack of 20)	EA	20
10	Baying kit (Pack of 6)	PU	12
11	Blanking Panel 1 U, ABS Material (Black Color) (Pack of 20)	PU	80
12	Earth Straps, 4Sqmm, 170mm in length Pack of 5	EA	4
13	Earth rail 15x5x450 with 20 Points	EA	4
14	Cable route 300 Wx1700 H RAL	EA	6
15	Cable Management Duct(90x90)	EA	6
16	Plinth 800Wx100Hx1200D,	EA	2
17	Vertical PDU, 32A, Single Phase, C13 Sockets - 16nos, C19 Sockets - 4nos, 32A DP MCB with cover, Power cord of 6sqmm x 3 core cable with pin type lugs.	EA	8
18	Temperature based lights for racks	EA	4
<b>B)</b>	<b>Zero U Cooling Unit with Piping and Low side works</b>		
1	External Condensing Unit (ODU) - 7kW	EA	2
2	Redundancy Controller with Display Unit	EA	2
3	Zero U Rack based Heat Exchanging Unit (IDU)	EA	2

<b>Detailed Technical Specification for Smart Rack</b>			
<b>Sl. No.</b>	<b>Description</b>	<b>UOM</b>	<b>RFP Qty</b>
4	Low Side Work for Air-conditioning unit including copper piping & installation of 15 mtr with refrigerant charge, cabling, stand and other low side accessories (cable trough & cabling)	LOT	2
<b>C) Environment monitoring system (EMS)</b>			
1	Processing Unit	EA	1
2	I/O-Unit	EA	1
3	Temperature/humidity sensor	EA	4
4	Programming cable USB	EA	1
5	CAN-Bus Unit Access	EA	4
6	Door Kit, 2-piece door	EA	4
7	Leakage sensor, 15 m	EA	1
8	Door Control Module	EA	2
9	LTE Unit	EA	1
10	Handle (electro-magnetic)	EA	4
11	Door Switch	EA	4
12	Power Pack	EA	3
13	Connection cable C13/C14	EA	3
14	Mounting unit, 1 U	EA	4
15	Cable clamp rail	EA	4
16	CAN-Bus connection cable, 1,5 m	EA	12
17	CAN-Bus connection cable, 2 m	EA	5
18	Mounting component for Signal pillar	EA	1
19	Led Steady light	EA	1
20	Connection component	EA	1
21	Acoustic component for Signal pillar (100dB)	EA	1
22	Biometric Reader	EA	4
<b>D) Cooling unit accessories</b>			
1	TOP THERM ENCLOSURE HEATER 800 W	EA	2
2	HYGROSTAT SWITCH	EA	2
<b>E) Electrical Works</b>			
1	Electrical DB Panel with Raw Power Input and UPS output Distribution System with Electrical Cabling.	LOT	1
<b>F) Rack Based Fire Detection &amp; Extinguishing System</b>			
1	Rack based fire detection & suppression system for 4 Rack solution with common cylinder (mounted at end of row) without VESDA 1 Lot	SET	1
<b>G) Rodent Repellent system for Racks</b>			
1	Rodent Repellent system for 4 Racks Solution	SET	1
<b>H) Project Installation and Commissioning</b>			
1	Installation and Commissioning, 3 Years Extended Warranty and Freight Unloading Charges.	SET	1

Note: Any Additional Details are as per Tender Document for SWR is Tender No: SG-SWR-P-MPLS-VSS-EX-TCCS and all released corrigendum/addendum.

**4.1 Bidder Response against Scope/specifications**

**4.1.1 TECHNICAL RESPONSE**

The technical response shall be fully comprehensive and detailed and will include detailed guaranteed specifications of the Equipment and systems to be supplied. Marginal performance shall not be accepted.

**4.1.2 FEATURES AND CAPABILITIES OF EQUIPMENT**

The specifications contain the necessary requirements of RailTel with regard to the features and capabilities of the Equipment to be offered by the Tenderers. These should not be treated as maximum specifications.

**4.2 COMPLIANCE TO TECHNICAL REQUIREMENTS**

**4.2.1 CLAUSE BY CLAUSE COMPLIANCE**

The Tenderer shall include statement of clause-by-clause compliance of the tender document and sufficient documentation such that RailTel can validate the compliance statements. The bidder shall provide technical literature of the material and other documents in support relevant clauses.

**4.2.2 NIL OR UNCLEAR RESPONSE STATEMENTS**

In case of nil or unclear statements of compliance for any specified requirement, RailTel will interpret that particular requirement as being "NON-COMPLIANT."

**4.3 VARIANCE FROM SPECIFIED REQUIREMENTS**

In case of variance of the offered Equipment from the specified technical requirements, the decision of RailTel on whether the Equipment offered is responsive to the bid requirements shall be final and binding upon the Tenderer.

**4.4 DETAILED TECHNICAL INFORMATION**

The Tenderer shall include in his proposal the detailed technical information, drawings, and functional descriptions of the offered Equipment to support the Compliance to RailTel's Technical requirements.

**4.5 COMMON GUIDELINES REGARDING COMPLIANCE OF EQUIPMENT/SYSTEM**

Item offered should strictly comply with detailed technical specification as given above. However, bidder may propose higher specifications that are better suited to the requirements.

Technical Bid should be accompanied by OEM's product brochure / datasheet. Bidders should provide complete make, model, part numbers and sub-part numbers for all equipment/software quoted, in the Technical Bid.

Bidders should ensure complete warranty and support for all equipment from OEMs. All the back-to-back service agreements with respective OEMs should be submitted along with the Technical Bid.

All equipment, parts should be original and new.

The user interface of the system should be a user-friendly Graphical User Interface (GUI).

Critical core components of the system should not have any requirements to have proprietary platforms and should conform to open standards.

For custom made modules, industry standards and norms should be adhered to for coding during application development to make debugging and maintenance easier. Object oriented programming methodology must be followed to facilitate sharing, componentizing, and multiple use of standard code.

Bidder is required to ensure that there is no choking point / bottleneck anywhere in the system (end-to-end) and enforce performance and adherence to SLAs. SLA reports must be submitted quarterly/as specified in the Bid without fail.

**4.6 ELECTROMAGNETIC INTERFERENCE -Not Used****4.7 ENVIRONMENTAL CONDITIONS-Not Used****4.8 POWER SUPPLY ARRANGEMENT**

Raw power will be arranged by Railways. However same need to be extended to Racks by Bidder.

**4.9 PROTECTION AGAINST TRANSIENTS, SURGES AND LIGHTNING:**

All the Equipment shall be protected from induced current, voltage as per CCITT Regulations against 220 KV AC transmission line. Protection should be provided against all surge/transient voltages.

**4.10 EARTHING**

The earthing arrangement shall be provided by Railway/RailTel for earthing of optical and digital equipment at the equipment room on a bus bar with value less than one ohm (approx.).

**4.11 INSPECTION, INSTALLATION, TESTING & COMMISSIONING**

**4.11.1** Inspection has to be done by RITES. Cost of inspection will be borne by Railway. However, all necessary arrangements to complete the inspection will be solely bidder responsibility.

**4.11.2** Supply & Installation of Network Smart Rack systems at the place of consignee necessary floor space required will be provided by Railway.

**4.12 PRE-COMMISSIONING**

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

A list of Pre-Commissioning tests (same as approved by the Purchaser/Engineer for Site Acceptance Testing) and activities shall be prepared by Tenderer and the test shall be carried out by the Tenderer on his own. After the tests have been conducted to the Tenderer own satisfaction, the Tenderer shall provide the test results for review by Purchaser/Engineer and then offer the system for Site Acceptance Testing. During pre-commissioning, if any fault occurs to any equipment or system, Tenderer shall identify the same and provide report/history of all faults to the Purchaser.

Successful commissioning of the supplied Network Smart Rack system on certification from RailTel Engineer/Consignee.

**4.13 SITE ACCEPTANCE TESTING (SAT)- Not Used****4.14 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC) -Not Used****4.15 Spares: Not Used****4.16 Deleted****4.17 Training- Not Used.**

**(End of Chapter 4)**

**Section II  
Chapter 5**

**OFFER LETTER**

RailTel Corporation of India Ltd.  
1-10-39 to 44, 6A, 6<sup>th</sup> Floor, Gumidelli Towers,  
Begumpet Airport Road, Opp. Shoppers stop,  
Begumpet, Hyderabad- 500016

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 21 days from the date of submission and in default thereof, I/We have submitted the Bid Security Declaration along with this offer. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the supplies within 60 days from the date of issue of Purchase Order/LOA against work of “**Supply & Installation of Network Smart Rack**”. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.
2. I/we have submitted the Bid Security Declaration along with this offer. I/we are liable for suitable action upon me/us as per bid security declaration in case of any default.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

## Chapter-6

### 6.0 INSTRUCTIONS TO THE TENDERERS

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

#### PLEASE NOTE

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL. PLEASE READ CAREFULLY THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE UPLOADING THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE '[www.railtelindia.com](http://www.railtelindia.com)' OR FROM THE e-Procurement Portal '<https://railtel.enivida.com>',

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

#### The Tender document consists of the following: -

Notice Inviting Tender

##### Section 'I'

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 2A E-Tendering Instructions to bidders

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

##### Section 'II'

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Proforma for Performance Bank Guarantee

Chapter 10 Check List

### 6.1 Offer Letter

The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity, and prices etc.

### 6.2 Instructions for Tender Document to the tenderer

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

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

### 6.3 Submission of Offers and Filling of Tender:

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

**6.3.1** Offer form, tender schedule, and firm's letter head (if used) must be duly signed by the tenderer in each page. The Tenderer should avoid over writings and corrections. However, if Such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.

**6.3.2** The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.

- 6.3.3** Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

#### **6.4 Earnest Money Deposit (EMD):**

EMD is Rs 2,19,900/- and shall be submitted in online Enivida Portal.

Firms registered with MSME/NSIC are exempted for the Tender document and EMD Cost.

MSME/NSIC Registered firm shall submit Bid Security Declaration in lieu of Earnest Money in the approved forms-8 as mentioned will be summarily rejected\*.

#### **6.5 Security Deposit and Performance Bank Guarantee:**

The Successful Bidder is required to submit Performance Bank Guarantee (PBG) as per following schedule:

##### **6.5.1 Performance Bank Guarantee:**

The successful tenderer is required to submit a Performance Bank Guarantee (PBG) within 30 days of the issue of LOA/Purchase order for a total value of 5% of the value of issued LOA/PO (All-inclusive cost of SOR- A will be considered for ascertaining the value of PBG), failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus three months for lodging the claim.

##### **Note:**

- (i) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- (ii) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- (iii) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".
- (iv) Whenever the contract is rescinded, the Performance Bank Guarantee shall be en-cashed the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member or partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (v) The value of PBG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (Ten percent) for excess value over the original contract value shall be deposited by the contractor.
- (vi) If any extension for delivery period is granted to the contractor, the validity of PBG is required to be extended accordingly.
- (vii) Any PBG will be released duly deducting the SLA accrual applicable post completion of successful warranty period.

**Important:** SFMS Confirmation of the BG should be on MT 760 format only.

##### **RailTel Bank Details for PBG:**

Name: RailTel Corporation of India Limited  
 Account No: 327301010373007,  
 IFSC Code: UBIN0805050,  
 Bank Name: Union Bank of India,  
 Branch address: Union Bank of India, RP Road Branch,  
 Bungalow no 109, New No 1-7-252 to 254  
 Oxford Street, SD Road, Near ParkLane Center  
 Secunderabad - 500003

##### **6.5.2 Security Deposit:**

The Security Deposit shall be 5% of the contract value. The security deposit may be recovered at the rate of 6% of the bill amount till the full Security Deposit @5% of contract value is recovered or Bidder may submit the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, towards the Full Security Depositor.

Any Security Deposit will be released duly deducting the SLA accrual applicable post completion of successful warranty period.

Full Earnest Money will be returned within 30days after awarding of contract to successful bidder or same may be adjusted toward Security Deposit and only balance amount of SD may be deposited by any means as described above.

#### **6.6 No Interest on Earnest Money and Performance Security:**

No interest shall be paid on the amount of earnest money, Performance Security & Security deposit held. by RailTel, at any stage.

#### **6.7 Fax Quotations & Late Tenders:**

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

#### **6.8 Deleted**

#### **6.9 Attendance of Representatives for Tender Opening:**

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

#### **6.10 Digitally signed& Stamped:**

Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.

#### **6.11 Rate, Taxes and Duties: -**

- 6.11.1** Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/SGST/IGST/GST, Freight, and insurance charges up to destination, applicable for each unit tendered.
- 6.11.2** Tenderers are requested to quote under the following terms: - The tenderers are required to quote in the same rate units/ Lot. etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.
- 6.11.3** Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

#### **6.12 Excise Duty: Deleted**

#### **6.13 GST related clause:**

- 6.13.1** If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.
- 6.13.2** CGST/SGST/IGST/GST should be quoted extra if applicable.
  - a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.
  - b) The tenderer while quoting for tenders should give the following declaration:  
 "We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly".  
 The supplier while claiming the payment shall furnish the following certificate to the paying authority.  
 "We hereby declare that additional set off/input tax credit to the tune of Rs. \_\_\_\_\_ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."  
 If any surcharge on tax is applicable the same should be indicated clearly.

- 6.13.3** The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 6.13.4** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.13.5** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 6.13.6** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 6.13.7** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser.
- 6.13.8** The same provisions shall be applicable in case of debit/credit notes.
- 6.13.9** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST,SGST,IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.13.10** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
- 6.13.11** In regard to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.13.12** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/Cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or Cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

**6.14 In case of imported equipment: -**

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

**6.15 Income Tax PAN details:**

The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

**6.16 Validity:**

Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

**6.17 Evaluation Criteria:**

- 6.17.1** Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.
- 6.17.2** Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST,SGST,IGST,GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

**6.18 The Special Tender Conditions:**

The special tender condition wherever, they differ from General and Standard Conditions will override the later.

**6.19 Compliance & Deviation statements:**

Compliance statement for acceptance of the Technical Specifications (Chapter4) and **Instructions** & Conditions (Chapter3, Chapter 6, Chapter 7, Chapter 8, and Chapter 9) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

**6.20 Tenderer's Comments:**

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

**6.21 Deleted****6.22 Tax deducted at Source:**

Statutory deduction of taxes would be made as per the prevalent rules. The PAN number may be furnished invariably.

**6.23 Addenda / Corrigenda:**

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel's e-Tendering portal <https://railtel.enivida.com> only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

**6.24 Ambiguity:**

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing.

**6.25 Bid submission & Opening (Online only)**

**6.25.1** EMD and cost of tender document should be Submitted through RailTel's e-Tendering portal <https://railtel.enivida.com>. Bids without EMD and cost of tender document will be summarily rejected.

**6.25.2** The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

- a) Power of attorney in favor of the signatory duly authorizing the signatory. Original copy needs to be submitted by the successful bidder before issuance of LOA.
- b) Complete Tender documents digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
- c) Compliance statement for acceptance of technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8, 9).
- d) Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
- e) Deleted
- f) Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc.
- g) OEM vetted BOM in compliance to conditions of Chapter-1 and technical specifications of Chapter-4. Nil deviation certificate from OEM.

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

**6.25.3** The tenderer's bids will be opened at the time & date of opening of the tender given in Bid Data Sheet (BDS) online in the presence of such Tenderers/Representatives who choose to be present online. The Tenderers/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

**(End of Chapter 6)**

## Chapter 7

### GENERAL TENDER CONDITIONS

#### 7.0 Acceptance of the Offers: -

RailTel is not bound to accept the lowest or any offer and reserves to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

#### 7.1 Quantity to be ordered:

**7.1.1** The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the LOA/PO as indicated in SOR Chapter 1 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the LOA/PO. Any such change in value/quantity shall have no impact on the rates mentioned in the LOA/PO for any such item.

**7.1.2** The total variation under the Contract +/- 50% of contract value shall be restricted for these SOR items. The supplier shall have to supply material against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders.

#### 7.2 Deleted

#### 7.3 Payment Terms:

Please refer clause 3.14/ Chapter-3 for detailed payment terms.

#### 7.4 Inspection:

For Testing and Inspection please refer Chapter 4.

#### 7.5 Terms of Delivery:

- a) Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tendered.
- b) Tenderer shall submit the offer clearly on CIP destination basis.
- c) Transit Insurance for risk in transit should be arranged by the supplier/OeM since risk in transport in all such cases rests with the supplier.

#### 7.6 Delivery Schedule

- a) The tendered should note the required delivery schedule of RailTel given in the tender schedule /offer form and quote accordingly. Vague Delivery terms must be avoided and if quoted, will be taken as commercially unresponsive to RailTel 's requirement.
- b) Time and the Date of delivery as specified in tender schedule /offer form is the essence of the Contract. However, extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract.
- c) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

#### 7.7 Marking of Material Supplied:

The tenderer should agree to indicate the Manufacture's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

**7.8 Procurement from Manufacturers Authorized agents / Distributors:**

Only Manufacturers or their authorized Agents/ distributors need to quote with tender specific authorization from the manufacturers failing which offers are liable to be ignored.

Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect:

- a) Direct dispatch from the premises of the manufacturer to the consignee.
- b) Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.

**7.9 RailTel Region's details:**

Each Region is headed by Executive Director (ED)/Regional General Manager (RGM), under whom, Additional General Manager / Deputy General Managers (Referred as DGM's) are working. Details of regions are given below.

SN	Region	Regional Offices	Addresses	States
1.	Northern Region	New-Delhi	Regional General Manager 6th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.	Haryana, Rajasthan, Uttar Pradesh, Delhi, Jammu & Kashmir, Punjab, Madhya Pradesh, Himachal Pradesh, Uttaranchal.
2.	Eastern Region	Kolkata.	Regional General Manager. 3rd Floor, Chatterjee, International Centre,33-A Jawaharlal Nehru Road, Kolkatta-700071.	West Bengal, Orissa, Bihar, Madhya Pradesh, Chhattisgarh, Jharkhand, Assam, Tripura, Meghalaya, Manipur, Mizoram, Arunachal, Nagaland.
3.	Southern Region	Secunderabad	Regional General Manager 2nd Floor B-Block, Rail Nilayam, Secunderabad- 500071.	Andhra Pradesh, Tamil Nadu Karnataka, Kerala, Pondicherry.
4	Western Region	Mumbai	Regional General Manager Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai- 400013.	Gujarat, Maharashtra, Karnataka, Rajasthan, Madhya Pradesh, Goa.

**7.10 The delivery location is mentioned at Clause 3.2 of Chapter-3.****7.11 Purchaser's right to accept any Bid and to reject any or all Bids:**

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

**7.12 Issue of Confirmed Supply Orders:**

RailTel will issue the purchase order to the successful bidder.

**7.13 Force Majeure Clause:**

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of RailTel, the contractor cannot reasonably prevent or control against.

**(End of Chapter -7)**

## Chapter 8

## STANDARD CONDITIONS OF CONTRACT

**8 Definitions and Interpretation.**

- 8.1.1** In the Contract, unless the context otherwise requires "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender.
- 8.1.2** "Consignee" means where the stores are required by the acceptance of tender.
- 8.1.3** to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
- 8.1.4** "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars, and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed.
- 8.1.5** The "Contractor" means the person, firm, or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors, and administrators as the case may be, unless excluded by the terms of the contract.
- 8.1.6** "The Sub-contractor" means the person, firm, or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores.
- 8.1.7** "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications
- 8.1.8** "Government" means the Central Government or a State Government, as the case may be.
- 8.1.9** "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative.
- 8.1.10** "Material" means anything used in the manufacture or fabrication of the stores. "Particulars" include-
- a) "Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-in charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.
  - b) Drawings
  - c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall also include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer.
  - d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer.
  - e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry:
  - f) "Proprietary mark "or "brand" means the mark or brand of a product which is owned by an industrial firm.
  - g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.

- 8.1.11** "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 8.1.12** "The Purchaser" means RailTel Corporation of India Limited with its corporate office Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 acting through Chairman & Managing Director or his authorized officer.
- 8.1.13** "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof.
- 8.1.14** "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose.
- 8.1.15** "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract.
- 8.1.16** "Supply Order" means an order for supply of stores and includes an order for performance of service.
- 8.1.17** "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer.
- 8.1.18** "Unit" and "Quantity" means the unit and quantity specified in the contract.
- 8.1.19** "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.
- 8.1.20** The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so, provided in the contract to
- a) The consignee at his premises; or
  - b) Where so provided the interim consignee at his premises, or
  - c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
  - d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 8.1.21** "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in regions and territories.
- 8.1.22** Deleted
- 8.1.23** "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.
- 8.1.24** "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 8.1.25** "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents.
- 8.1.26** "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
- 8.1.27** "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.
- 8.1.28** Words in the singular include the plural and vice versa.
- 8.1.29** Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 8.1.30** The heading of these conditions shall not affect the interpretation or construction thereof.
- 8.1.31** Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- 8.1.32** Parties-The parties to the contract are the Contractor and the Purchaser, as defined in Chapter 8.
- 8.1.33** Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may,

without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clauses 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.

**8.1.34** Address of the Contractor and notices and communications on behalf of the Purchaser: -

**8.1.35** For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

**8.1.36** Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

## **8.2 Quotations of rates by Contractors**

**8.2.1** The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

**8.2.2** In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class, or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

**8.2.3** If the price quoted is higher than the controlled price or where there is no , the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class, or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Purchaser,

- (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause(a)above or
- (ii) to terminate the contract and forfeit the Security Deposit.

## **8.3 Contract.**

**8.3.1** This contract is for the supply of the stores of the description, specifications, and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

**8.3.2** Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

## **8.4 Security Deposit.**

Please refer chapter 6 for Security/ PBG.

## **8.5 Delivery.**

**8.5.1** The Contractor shall as be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the stores detailed therein, and the stores shall be delivered not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

**8.5.2** The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.

**8.5.3** Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected, and accepted by the consignee.

**8.5.4** No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

## **8.6 Time for and Date of Delivery; the Essence of the Contract-**

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

**8.6.1 Progressing of Deliveries-** The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

**8.6.2 Failure and Termination:** - If the Contractor fails to deliver the stores or any instalment 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 Purchaser may without prejudice to his other rights: -

- a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or
- b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.
- c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

### **8.6.3 Termination for Default-**

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

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) In case of any of the above circumstances RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses that occurred to RailTel will be recovered from Contractor up to the value of contract.

- e) If 10% or more equipment is found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

**8.6.4 Consequence of Rejection-** If on the stores being rejected by the Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -

- a) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or
- b) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.
- c) the purchaser authorizes the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further instalment due under the contract, or

**8.7 Extension of Time for Delivery:**

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid.

**8.8 Deleted**

**8.9 Deleted**

**8.10 Samples.**

**8.10.1 Advance Sample-** Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores, in which case the provisions of Clause 8.6.0 shall apply as far as applicable.

**8.10.2** Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

**8.10.3** Marking- Samples submitted shall be clearly labeled with the Contractor's name and address and the acceptance of tender number.

**8.10.4** If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

- 8.10.5** Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
- 8.10.6** The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.
- 8.10.7** Where the contract does not require any advance sample to be approved, the Contractor may before proceed with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

**8.11 Risk of Loss or Damage to Purchaser's Property.**

- 8.11.1** All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- 8.11.2** All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.
- 8.11.3** The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.
- 8.11.4** Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

**8.12 Facilities for test and Examination:**

The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

- 8.12.1 Cost of Test-** The Contractor shall provide, without any extra charge, all materials, tools, labour, and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

- 8.12.2 Delivery of Stores for Test-** The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.
- 8.12.3 Liability for Costs of Special or Independent Test-** In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.
- 8.12.4 Method of Testing-** The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.
- 8.12.5 Stores Expended in Test-** Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.
- 8.12.6 Powers of Inspecting Officer-** The Inspecting Officer shall have the power: -
- a. Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
  - b. To reject any stores submitted as not being in accordance with the particulars.
  - c. To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit", he is satisfied that the same is unsatisfactory.
  - d. The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

**8.13 Charges for Work Necessary for Completion of the Contract-**

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting, or preserving patent rights, drawings, templates, models, and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

**8.14 Responsibility of the Contractor for Executing the Contract.**

- 8.14.1 Risk in the Stores-** 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 the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession 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 contract 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 shall alone be entitled and responsible to make claims against a RailTel Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.
- 8.14.2 Consignee's Right of Rejection –** Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment

thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

**Note-** In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

**8.14.3** Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

**8.14.4** The provisions contained in Clause 8.19.0 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.

**Note-** In respect of stores inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

**8.14.5 Subletting and Assignment-** The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

**8.14.6 Changes in a Firm:**

- a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- d) **Consequence of breach -** Should a partner in the Contractor firm commit a breach of Sub-clause 8.14.5 above or the Contractor should commit a breach of the conditions 8.14.6(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.
- e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

**8.15 Indemnity:**

**8.15.1** The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trademark. Always provided that in the event of any claim in respect of alleged breach of letters patent, registered designs or trademark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

**8.15.2** The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trademark for fulfilment of the contract.

**8.16 Packing.**

**8.16.1** The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

**8.16.2** Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums, and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

**8.16.3** If the contract provides that the containers shall be returnable, they must be marked "Returnable", and they will be returned to the Contractor as per terms of the contract.

**8.16.4** If the contract provides that returnable container shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final, and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.

**8.16.5** Each bale or package delivered under the contract shall be marked by the Contractor or at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness, and indelibility.

**8.16.6** The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

**8.16.7** Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

**8.16.8 Notification of Delivery.**

Notification of delivery or dispatch in regard to each and every instalment shall be made to the consignee and to the indent or immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of stores. The Contractor shall bear

and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

#### **8.17 Progress Reports.**

**8.17.1** The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

**8.17.2** The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

#### **8.18 Removal of Rejected Stores.**

**8.18.1** On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.

Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

**8.18.2** All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

**8.18.3** The stores that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery FOR station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.

#### **8.19 System of Payment.**

**8.19.1** Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the acceptance of Tender, by RTGS/NEFT as may be decided by the Purchaser.

**8.19.2** Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser.

**8.19.3** Not used

**8.20 Withholding and lien in respect of sums claimed.**

**8.20.1** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

**8.20.2** For the purpose of Clause 8.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

**8.20.3** Lien in respect of Claims in other Contracts:

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.
- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

**8.21 Corrupt Practices**

**8.21.1** The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favor or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor

and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.

**8.21.2** Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

## **8.22 Insolvency and Breach of Contract.**

**8.22.1** The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:

- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to, and Contractor shall, under no circumstances, be entitled to any given-on re-purchase.

## **8.23 Laws governing the Contract:**

**8.23.1** This contract shall be governed by the Laws of India for the time being in force.

**8.23.2** Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

**8.23.3** **Jurisdiction of courts-** This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**8.23.4** **Marking of stores-** The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

**8.23.5** Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- a) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- b) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
- c) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.

- d) In respect of all labour directly or in directly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- e) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

#### **8.24 Headings.**

The headings of conditions hereto shall not affect the construction thereof.

#### **8.25 Settlement of Disputes/ Arbitration**

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

**8.25.2** All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

**8.25.3** The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pend the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

#### **8.26 Inspection & Rejection: -**

Where under a contract the price payable is fixed on FOR station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

**8.26.1 Notification of Result of inspection**-Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

**8.26.2 Inspection Notes.** --On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

**8.27 Warranty/Guarantee**

- 8.27.1** The supplier shall warrant the supplied item for 3Yrs from date of acceptance by consignee. The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, 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.
- 8.27.2** If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a specified 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.
- 8.27.3** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, and other incidental charges.
- 8.27.4** All replacement of defective parts, module should be done by contractor without any additional cost on priority. However, penalty levied by SWR (End User) for failure of supplied items or its component during warranty period will be applicable on back-to-back basis.
- 8.27.5** The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 8.27.6** The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall 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.
- 8.27.7** If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.
- 8.27.8** The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.
- 8.27.9** Three level escalation matrix(Name & contact details) for attending defects/failure during warranty period should be submitted along with offer.

**8.28 Inspection at the Fag end of the Delivery Period:**

- 8.28.1** In cases where only a portion of the stores ordered is tendered for inspection at the Fag end 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 far 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: -

- a) The Purchaser has the right to recover from the contractor under the provision of clause 8.6.2 (a) of Standard Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.
- b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of 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.
- c) 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 the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.
- d) 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, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

**8.28.2** The Contractor shall not dispatch the Stores till such time as an extension in terms of para 8.29(a) to (d) above is granted by the Purchaser and 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 be subject to the conditions (a) to (d) mentioned in the paragraph 8.29 above.

**8.28.3** In case where the some or the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 8.29above.

**8.29 Denial Clause:**

Supplier will not be entitled to any benefit of upward statutory variations in GST rates announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage of the contract.

**8.30 Additional Conditions: -**

Deleted.

**(End of Chapter 8)**

**Chapter-9**

**9.1 Annexure-1 - Proforma for Performance Bank Guarantee.**

PERFORMANCE BANK GURANTEE BOND  
 (On Stamp Paper of Rs. One Hundred)  
 (To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited:1-10-39 to 44, 6A, 6<sup>th</sup> Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers stop, Begumpet, Hyderabad- 500016

1. (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. .... dated ..... made between ..... and ..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. .... (Rs. .... only). We, ..... (indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
  
2. We, ..... Bank **and our local branch at New Delhi (indicate detail address of local New Delhi Branch with code no.)**do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
  
3. We..... banks undertake to pay to the RailTel 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 thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ..... (1) ..... We shall be discharged from all liability under this Guarantee thereafter.

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

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

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

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

Dated the day of 2023.

for ..... (Indicate the name of the Bank)

Witness

1. Signature Name
2. Signature Name

\*\*\*\*\*

9.2 Annexure-II - MAF

Executive Director, Dated: .....  
RailTel Corporation of India Ltd.

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

Subject: Manufacturer Authorization form (MAF) to M/s ..... for .....  
Ref: Tender No.....dated.....

Dear Sir,

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

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

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

Thanking you,  
Best regards,

Authorized Signatory

**Form No.1 - (PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE)**

**(On Stamp Paper of Rs. one hundred)**

**Executive Director,  
RailTel Corporation of India Limited**

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

(Signature of Firm's Authorized Officer)  
Seal

Signature of witness:

1. ....

2.....

**Form No. 2 – Not Used**

**Form No. 3 - Certificate to be submitted to NSIC/MSME bidder.**

I/We are aware that the exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period.

“I/We am/are a Micro and Small Enterprise registered from ----- (body approved by Ministry of MSME) with registration no -----and terminal validity up to----- ----for similar service contracts”.

(Signature of Firm's Authorized Officer)

Seal

**Form No. 4 – Not Used**

**Form No. 5 (Indemnity bond)**

THIS BOND OF INDEMNITY IS MADE ..... on this ..... day of ..... 2023

BY

M/s. ...., a company registered under the law and regulations of ..... having its principal place of Business at....., (hereinafter called "the bidder"), acting through Shri ..... (authorized representative in India), of the ONE PART.

IN FAVOUR OF

RailTel Corporation of India limited, CIN: U64202DL2000GOI107905, incorporated and existing within the meaning of section 2(20) Companies Act, 2013 and having its Corporate Office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi- 110023 (India). (Herein after called "the RailTel") of the OTHER PART.

WHEREAS the bidder has participated in a tender no. ...., floated by RailTel, and have submitted its bid on , the price bid of which was opened on .

AND WHEREAS it is agreed by the bidder is that in case the bidder successful in the said tender and APO/LOA/PO is issued by RailTel then this Indemnity Bond will become effective from the date of award of tender on the terms and conditions stated here-in-below:

1. As per clause 17 of chapter 4 of the tender document, the bidder hereby undertakes a responsibility to fulfil all the formalities in relation to custom clearance on behalf of RailTel.
2. The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty, CVD, etc was also submitted in its price bid as stipulated in clause 17 of chapter 4 of the tender document. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel.
3. Subsequent to the Import, if any penalty will be imposed by the Tax Authority on RailTel due to wrong declaration/ evasion of tax by using wrong HS code/ incorrect price break-up declaration by the bidder then the bidder shall fully indemnify and save RailTel harmless from and against any and all loss/damages so incurred/ arising out of or with the or with respect to incorrectly informed HS code or wrong declaration in Bill of Entry or incorrect /wrong declaration of Price breakup of indicating all taxes of unit rates against various items of schedule of requirement and associated Bill of material.
4. The bidder shall undertake to complete all the formalities on behalf of RailTel as may be required as per Custom Act, Foreign Trade Policy, and other applicable laws, and shall keep RailTel indemnified against all the cost/ penalties/ losses so incurred due to non-compliances with said formalities. If any penalties/ fines will be imposed by the appropriate authority on RailTel due to any irregularities or non-compliances/ wrong declarations or offences committed under custom rules and regulations and other allied laws, shall be borne by the bidder.
5. RailTel shall be kept indemnified by the bidder against all actions taken by the Govt. or any other agency/ authority for the aforesaid acts of commission and omission.
6. RailTel shall be free to deduct any liability so incurred due to any wrongful act/ application done/ made by the bidder at the time of custom clearance, from any of the outstanding amount, which is due for payment or any performance bank guarantee available with RailTel against the subject contract or any other ongoing contract.

IN WITNESS WHEREOF, the bidder has hereunto set its hands on the day and year first hereinabove written.

**Signature**

**(Bidder)**

**WITNESSES**

- 1.
- 2.

**Form No. 6 – Not Used**

**Form No.-7 (CERTIFICATE OF CONFORMANCE)**

Ref: \_\_\_\_\_ Dated \_\_\_\_\_

Invoice No. \_\_\_\_\_ dated \_\_\_\_\_

This is to certify that the following products supplied against above purchase order complies with the technical datasheet for the respective part number and manufacturer and are found to be in accordance with all the requirements of the purchase order.

These parts are unused, unaltered, and authentic, handled as per ESD & MSD requirements and have not been salvaged, reclaimed, otherwise used, or previously rejected for any reason.

SN	PO No	Description	Sl No of Unit	Mfr Name	Mfr Part no (MPN) WITH DATE CODE/BATCH CODE	Qty
1.						
2.						
3.						
4.						
5.						

Signature of Competent Authority

With Seal

Date:

Place:

**Form No.-8 (Format for Bid Security Declaration)**

**(On Non-judicial stamp paper of Rs. 100/-)**

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

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

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

Or

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

Or

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

Or

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

Or

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

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

(Signed by the Authorized Representative of Firm).

Name of Authorized Representative

Name of Firm

Date

## Chapter 10

## CHECK LIST (To be filled up &amp; uploaded)

SN	Have you submitted the following documents?	Submitted / complied or not	Page No./ref No. of Offer
1	Cost of tender document.		
2.	Earnest money amounting Rs -----/- as per bid data sheet. clause no. 6.4 Chapter 6. Or Bid Security Declaration as per form No. 8 of Chapter-9.		
3.	Constitution of Firm and Power of Attorney, Partnership Deed, Memorandum of Joint Venture/Consortium, if applicable. (Clause 3., Chapter 3 of Tender Document)		
4.	Offer Letter duly signed by authorized signatory (As per Chapter-5)		
5.	Specific authorization (MAF) addressed to RailTel from the OEM (Parent Company) for Indian Subsidiary / authorized partner of OEM(As per Annex-II of Chapter-9)		
6.	Downloaded tender document digitally signed.		
7.	Clause wise compliance statement of all the terms & conditions of tender document, including technical; addenda/ corrigenda, if any.(Clause 3.27 of Chapter-3 of Tender Document)		
8.	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		
9.	Form no. 1 of Chapter 9 (System Performance Guarantee) as per (Clause 3.23, Chapter 3 of Tender Document)		
10.	Schedule of Requirements		
11.	If the Firm is registered with MSME/NSIC, the Valid Certificate vide Form No. 3 of Chapter-9.		
12.	Complete technical data and particulars of the Equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc		
13.	Technical proposal of tenderer in conformity with system design or alternative proposal of the tenderer, if any		
14.	Declaration for signing security agreement as per clause 3.24 of Chapter-3.(Not Used)		
15.	OEM Undertaking to be submitted for providing 3 years warranty Support- If during the course of the contract if the ownership /shareholder of the company changes, the present OEM shall give an undertaking to this effect to support IP MPLS system under the present scope of work as per Chapter-1, Note I (h)		
16.	The detailed Bill of Material to be enclosed as per design parameters in chapter-1 andchapter-4 meeting all technical and functional requirements in SWR RFP.		
17.	Form No -5, Indemnity Bond		
18.	Form No-4, SIGNING THE INTEGRITY PACT(Not Used)		
19.	The Offered Model/Product should have not less than 8 Years End of Life and Service Support. OEM shall submit the required certificate along with the bid Chapter-1, Note-III.		
20.	Malware free certificate from OEM to be provided in original along with supply. Chapter-1, Note-XI (Not Used)		
21.	Any other information desired to be submitted by the tenderer.		
22.	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter-1. (Packet-2 Only)		
23.	OEM vetted BOM in compliance to conditions of Chapter-1 and technical specification of Chapter-4. Nil deviation certificate from OEM.		
24.	CERTIFICATE OF CONFORMANCE as per form No. 6 of Chapter-9 Not Used		
25.	CERTIFICATE OF CONFORMANCE as per form No. 7 of Chapter-9		

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

**ABBREVIATIONS**

Abbreviation	Expansion
ABD	As-Built-Drawings
AC	Air Conditioner / Alternate Current
ADSS	All Dielectric Self-Supporting
AMF	Automatic Mains Failure
BEL	Bharat Electronics Ltd
BG	Bank Guarantee
BoQ	Bill of Quantity
CAPEX	Capital Expenditure
CCN	CHANGE CONTROL NOTICE
CCTV	Closed Circuit Television
COTS	Commercial off-the-shelf product(s).
CRM	Customer Relationship Management
DB	Database
DG	Diesel Generator
DWDM	Dense Wavelength Division Multiplexing
DWSM	Dual Window Single Mode
EMD	Earnest Money Deposit
EMS/NMS	Element Management System/ Network Management System
FIM	Free Issue Material
FODP	Fiber Optic Distribution Panel
FTB	Fiber Termination Block
GPON	Gigabit Passive Optical Network
GSDP	Green Skill Development Program
GST	Goods & services Tax
HW/SW	Hardware / Software
IP	Integrity Pact / Internet Protocol
IP PBX	Internet Protocol Private Branch Exchange
ISP	Internet Service Provider
IT	Information technology
ITU-T	International Telecommunication Union- Telecommunication
KFON	Kerala Fiber Optic Network
KPI	Key Performance Indicators
KSEBL	Kerala State Electricity Board Limited
KSITIL	Kerala State Information Technology Infrastructure Ltd.
kV	Kilo Volts
KVM	Keyboard Mouse Video
MFP	Multi-Function Panel
MPLS	Multi-Protocol Label Switching
MSA	Master Service Agreement
MTBF	Mean Time Between Failures
NOC	Network Operation Center
NPV	Net Present Value

O&M	Operations & Maintenance
OADM	Optical Add Drop Multiplexer
OAM	Operations, Administration, and Maintenance
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Cable
OLT	Optical Line termination
ONT	Optical Network termination
OPGW	Optical Ground Cable
OS	Operating System
PBG	Performance Bank Guaranty
PDU	Power Distribution Unit
PLB	Permanently Lubricated
PLB HDPE	Permanently Lubricated High Density Polyethylene
PMA	Project Management Authority
PMU	Project Management Unit
PO	Purchase Order
POA	Power of Attorney
PoP	Point of Presence
PQ	Pre-Qualification
QA	Quality Assurance
QoS	Quality of Service
RFID	Radio Frequency Identification
RFP	Request For Proposal
SAT	Site Acceptance Test
SDC	State Data Centre
SI	Service Integrator
SLA	Service Level Agreement
SNMP	Simple Network Management Protocol
SOW	Scope of Work
TDS	Tax deducted at source
TOR	Terms Of Reference
TRAI	Telecom Regulatory Authority of India
UG	Under Ground
UoM	Unit of Measurement
UPS	Un-interrupted Power Supply
VPN	Virtual Private Network

(END OF THE DOCUMENT)