

रेलटेल
RAILTELA mini
ratna enterprise

Letter of Acceptance

Firm Name / फर्म का नाम	NST PRIVATE LIMITED	Order No./ आर्डर नंबर	1002310813,1 (Blanket Purchase Agreement)
Firm Address/ फर्म का एड्रेस	1-B 1/17, Laxmi Nagar, Lalita Park,, ,East Delhi,, DELHI,, 110092	Issued For Operating Unit/ ऑपरेटिंग यूनिट के लिए जारी किया गया	RailTel-Corporate Region(OU)
		Issued By Operating Unit/ ऑपरेटिंग यूनिट द्वारा जारी किया गया	RailTel-Corporate Region
Website/वेबसाइट		Issuing Date/जारी तारीख	28-MAR-24(Int Issue Dt. 28-MAR-24)
Contact Person /संपर्क व्यक्ति	UMANG SHRIVASTAVA	Source Order No./ स्रोत आर्डर नंबर	Not Applicable
Phone No./ फ़ोन नंबर	9899399225	Legacy No./ विरासत नंबर	
Email Id/ईमेल	umang.shrivastava@nst.co.in	Tender Type and Opening Date/ निविदा प्रकार और खोलने की तारीख	
Fax No/फैक्स नंबर		Tender No./ निविदा संख्या	RailTel/Tender/OT/CO/Project/2023-24/DWDM Muxponder/009 Dated: 24.07.2023
PAN No./ पैन नंबर	AABCN9382N	Bid No./ बोली संख्या	
GSTIN Number/ जी स टी आई एन नंबर		Buyers Details with Department/ विभाग के साथ खरीदार विवरण	Mrs. Savita , Operation & Maintenance
		Validity of Source Order:/ स्रोत आदेश की वैधता	From Date: 28-MAR-24 To Date: 24-SEP-24

Work Description/कार्य विवरण	Design, Supply, Installation, Testing & Commissioning of DWDM Muxponder system including Integration with the existing network of RailTel
Value of the Order (INR Figure and Words):	19,95,26,373.00 (Nineteen Crore Ninety-Five Lakh Twenty-Six Thousand Three Hundred Seventy-Three Only) Indian Rupee

SOR Details

S N. / क्रमांक	Item Code/ आइटम कोड	Item HSN/SAC No/ एच.एस.एन / एस.ए.सी नंबर	Item Master Description/ आइटम मास्टर विवरण	Item Order Description/ आइटम आर्डर विवरण	UOM/ यू ओ एम्	Unit Price/ इकाई मूल्य	Quantity / मात्रा	Total Amount/ कुल राशि
1	10401000090		DWDM	PSS8 Shelf Kit - PSS8KIT (Including 1xPSS8, 1x8FAN, 1xAirfilter)	No.	75825		
2	10401000090		DWDM	8-EC2 - Equipment Controller - PSS8, temp-harden	No.	50188		
3	10401000090		DWDM	8DC30 - DC Power Filter (30A) - PSS8, with simplified timing,	No.	25126		

				temp-harden				
4	10401000090		DWDM	Optical Protection Switch Universal Multi-carrier (C-Band)	No.	188993		
5	10401000090		DWDM	S5AD400H 4X100G 1X400G OT UNRESTRICTED	No.	407799		
6	10401000090		DWDM	C2DCO4-100-400G CFP2 DCO COHERENT MODULE	No.	555305		
7	10401000090		DWDM	QSFP28 100G BASE-LR4 Dual Rate 100GE/OTU4 (-5/+75)	No.	27889		
8	10401000090		DWDM	KIT SWP 1830PSS SWDM R23.6.0	No.	451		
9	10401000090		DWDM	PSS Software License including Resource adaptor and API Integration	No.	393301		
10	10401000090		DWDM	Spare-PSS8 Shelf Kit - PSS8KIT (Including 1xPSS8, 1x8FAN, 1xAirfilter)	No.	75825		
11	10401000090		DWDM	Spare-8-EC2 - Equipment Controller - PSS8, temp-harden	No.	50188		
12	10401000090		DWDM	Spare-8DC30 - DC Power Filter (30A) - PSS8, with simplified timing, temp-harden	No.	25126		
13	10401000090		DWDM	Spare-Optical Protection Switch Universal Multi-carrier (C-Band)	No.	188993		
14	10401000090		DWDM	Spare-S5AD400H 4X100G 1X400G OT UNRESTRICTED	No.	407799		
15	10401000090		DWDM	Spare-C2DCO4-100-400G CFP2 DCO COHERENT MODULE	No.	555305		

16	10401000090		DWDM	Spare-QSFP28 100G BASE-LR4 Dual Rate 100GE/OTU4 (-5/+75)	No.	27889		
17	10401000090		DWDM	SERVER FOR SDN CONTROLLER	No.	2562750		
18	10401000090		DWDM	Passive items required for installation (LC-LC: Duplex patch cords ,MCB: 16 AMPS ,16 sq mm. power cable, FDMS, LC Attenuators etc.)	No.	96949		
19	10401000090		DWDM	Design, Installation, Testing, Commissioning and Integration of channels over RailTel existing DWDM network through DWDM muxponder system as supplied against Item s no 1 to 9, 17 &18 of Supply	No.	72850		

Delivery/Execution Schedule

S N.	RailTel GSTIN	Item Code	UOM	Qty	State	Need by Date	Section/Delivery head	Locations under Section/Delivery Head	Consignee Address
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Terms and Conditions

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Terms & Conditions	<p>1. The Value of this LOA is inclusive of all taxes and duties. Region wise LOA will be issued separately.</p> <p>2. Delivery, Installation, Testing, Commissioning & Integration period (Clause 4.A.4, chapter 4A) 180 days from the date of issue of this LOA. The bidder is required to submit the PERT chart showing the various activities which are required for supply, installation, testing, commissioning and integration of the equipment. The materials shall be delivered to the sites as given in Annexure-I of this LOA.</p> <p>3. Warranty (Clause 4.A.2, chapter 4A)</p> <p>3.1 The warranty would be valid for a period of 36 months after the completion of work in all sites and issue of Provisional Acceptance Certificate (PAC) as per clause 3.B.7.1 of Chapter-3B. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from</p>

faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

3.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

3.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

4. Warranty Support (Clause 4.A.2.4, chapter 4A)

4.1 Material for repair during Warranty Period shall be handed over /taken over to contractor's engineer/representative at RailTel's regional NOC locations or sites where equipments are installed. During the warranty period, the contractor shall remain responsible to arrange replacement within time period as per clause 7.4.1.1 of Chapter-7 and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor. In case contractor fails to replace any faulty part within time period as per clause 7.4.1.1 of Chapter-7, penalties will be imposed as per clause 7.5.2 of Chapter-7.

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

5. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC) (Clause 3.B.7.1, chapter 3B)

On successful installation, commissioning, Site Acceptance Test and integration of the equipments with the existing network, Provisional Acceptance Certificate (PAC) will be issued by concerned Region in consultation with NOC/CNOC if required. PAC will not be held back for want of minor deficiencies not affecting the functioning of the overall system. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

6. FINAL ACCEPTANCE CERTIFICATE (FAC) (Clause 3.B.10, chapter 3B)

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

7. Performance Bank Guarantee (Clause 4.A.6, chapter 4A)

7.1 The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued LOA value (Regionwise), the same should be submitted within 30 days of issue of LOA (Regionwise), 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 (Regionwise). This PBG should be from a Scheduled Bank and should cover warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

7.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form no.-1 of Chapter-6. If the delivery period gets extended, the PBG should also be extended appropriately.

7.3 The Performance Bank Guarantee (security deposit) will bear no interest.

7.4 This PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 4.A.3.3 of this Chapter.

7.5 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, Its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

7.6 Wherever the contracts are rescinded, the security deposit/PBG shall be forfeited and the SD/Performance Bank Guarantee shall be en-cashed by RailTel.

8. Payment Terms for Supply items (Schedule-A) (Clause 4.A.5, chapter 4A)

8.1 75% payment of the value of Schedule-A would be made on receipt of material by the consignee duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

(i) Valid Tax Invoice

(ii) Delivery Challan/ E-way bill

(iii) Packing list.

(iv) Factory Test Report.

(v) Purchaser's Inspection certificate

(vi) Consignee receipt

(vii) Warranty certificate of OEM

(viii) Insurance certificate

(ix) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

8.2 15% payment of the value of Schedule-A shall be made by RailTel on successful Installation & Commissioning at site and Site Acceptance Test (SAT) Report issued by concerned region. Further 5% payment of the value of Schedule-A shall be made by RailTel on issue of Provisional Acceptance Certificate (PAC) by concerned region as per clause 3.B.7.1, Chapter-3B. Last 5% payment of the value of Schedule-A shall be made by RailTel on issue of Final Acceptance Certificate (FAC) by concerned region.

8.3 15% + 5% payment of value of supply items of Schedule-A which could not be installed for want of site readiness, will be made on issue of final PAC as per the decision of Executive Director (ED)/Regional General Manager (RGM) of concerned region and remaining 5% on issue of FAC.

8.4 Accounting unit/bill passing unit for the supplies under SOR is respective Regional Office. Bills to be submitted to the ED/RGM of Regions for passing for payment. The bidder will submit certifying receipt of material & services issued from consignee/regions, for passing for payment.

8.5 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.

8.6 Payment of Service Items (Schedule-B & C)

8.7 90% payment of Schedule-B1 shall be made by respective Executive Director/Regional General Manager of the Region on issue of Site Acceptance Test (SAT) report, 5% on issue of PAC and final 5% on issue of Final Acceptance Certificate.

8.8 Payment of Schedule-C1 towards "AMC/ Long Term Maintenance Support" would be paid quarterly by the concerned Region as per clause 7.6.4 of Chapter-7.

9. Long Term Maintenance Support (Clause 4.A.3, chapter 4A)

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

9.2 Seperate LOA (Regionwise) for long term maintenance support (AMC) of total amount Rs. 3,41,64,935/- (Three Crore Fourty One Lakh Sixty Four Thousand Nine Hundred Thirty Five Only) inclusive of all taxes for 5 year will be issued with the approval of CA. AMC rate per annum is 3.5% of supply value (including GST @18%).

9.3 LOA for AMC shall be issued by RailTel 3 months prior to the completion of warranty period and separate

	<p>Agreement shall be signed with the Bidder/OEM. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC from the date of LOA shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation. Value of PBG will be 10% of the total value of LOA issued for AMC for five years or will be kept as per Government of India guidelines applicable at the time of issue of LOA for AMC. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.</p> <p>9.4 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Regional General Managers/ Executive Director of the Regions.</p> <p>9.5 Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in chapter-7 of Tender document.</p> <p>Note: All Terms and conditions of Tender document and issued corrigendum will be applicable.</p>
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Details of Indent Covered (If Any)

Indent No.	Indent Description	Indent Quantity
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Supplier Bank Detail

Bank Account NO	00482560003902
IFSC Code	HDFC0000048
Bank Name	HDFC Bank

* If above Bank Details are not ok, then kindly update Railtel immediately .

Seal of RailTel/ रेलटेल की सील	
Issuing Authority Signature/ जारी करने वाले प्राधिकरण के हस्ताक्षर	
Issuing Authority Name, Department, Designation/ जारी करने वाले प्राधिकरण का नाम, विभाग, पदनाम	Mr. Ravi Kumar Vishvakarma, Projects, Dy. General Manager

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Annexure-I

SI No	Name of Location	Region	No of 400G Muxponder System required
1	ERS	SR	1
2	TPJ	SR	2
3	ED	SR	2
4	SRR	SR	2
5	SBC	SR	2
6	HASAN	SR	2
7	MAS	SR	2
8	GTL	SR	1
9	SC	SR	3
10	VZM	SR	2
11	GOA	WR	2
12	PUNE	WR	2
13	KGP	ER	2
14	NGP	WR	2
15	MANMAD	WR	2
16	MUMBAI	WR	2
17	BSL	WR	2
18	HWH	ER	2
19	ASN	ER	1
20	ITARSHI	WR	2
21	SURAT	WR	1
22	MGS	NR	2
23	JHS	NR	1
24	AEHMEDABAD	WR	2
25	AGRA	NR	1
26	KANPUR	NR	1
27	JAIPUR	NR	1
28	NDLS	NR	2
29	BZA	SR	1
	Total		50