



रेलटेल कार्पोरेशन ऑफ इंडिया लिमिटेड (आरसीआईएल)
RailTel Corporation of India Limited (RCIL)

"भारतीय रेलों के लिए रेलटेल के उत्तरी क्षेत्र के अंतर्गत आने वाले डी एवं इ वर्ग के रेलवे स्टेशनों पर आईपी आधारित वीडियो निगरानी प्रणाली (वीएसएस) की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग और मौजूदा वीएसएस इन्फ्रा के साथ इंटीग्रेशन"

"Supply, Installation, Testing, Commissioning, Integration with Existing VSS Infra, Operation and Maintenance of IP based Video Surveillance System (VSS) at D & E Category Railway Stations under Northern Region of RailTel for and on behalf of Indian Railways"

इलेक्ट्रॉनिक निरीक्षण प्रलेख
Electronic Tender Document

खुली निविदा (दो पैकेट - रिवर्स नीलामी)
Open Tender (Single Stage Two packet-Reverse Auction)

ई- निविदा सं. रेलटेल / टेंडर / ओटी / एन.आर. / वीएसएस - डी एवं ई / 2022-23/03

E-Tender No. RailTel/Tender/OT/NR/VSS-D&E/2022-23/03

OPEN E-TENDER NOTICE

E-Tender No. RailTel/Tender/OT/NR/VSS-D&E/2022-23/03, Dated: 01.12.2022

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Stage Two Packet (Part I – Credential/ Techno commercial Bid and Part II - Price Bid) Reverse Auction System for **“Supply, Installation, Testing, Commissioning, Integration with Existing VSS Infra, Operation and Maintenance of IP based Video Surveillance System (VSS) at D & E Category Railway Stations under Northern Region of RailTel for and on behalf of Indian Railways”**.

The details are as under: -

a)	Closing date for Submission of E-Bids	Up to 15:00 hrs. of 22.12.2022 (online)
b)	Date of opening of E-Bids	Up to 15:30 hrs. of 22.12.2022 (online)
c)	Earnest Money Deposit (EMD)	Rs. 72,77,000/- (Incl. GST)
d)	Cost of Tender Document	Rs. 11,800/- (Incl. GST)
e)	Place of Opening of Tender	Regional Address as mentioned in BDS, Chapter-5 (Section-I)
*Please refer clause 4.A.22, Chapter-4 (Section-I) for details.		

Eligible MSEs are exempted from cost of Tender Documents and EMD, more details are given in clause 4.A.23, chapter-4 (Section-I).

Note: Tender Notice and link for Tender Document are available on RailTel’s website, CPP portal and e-Tendering portal <https://ireps.gov.in> for download. Tender notice will also be published in newspaper. For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS-portal. All future Information viz. corrigendum/addendum/ amendments etc. for this Tender shall be posted on the RailTel’s website, CPP portal and e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. Bid will be submitted online on IREPS portal only.

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 of the bidding process.

This tender is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. Tender received without signed copy of the Integrity Pact document shall be liable to be **REJECTED**.

(Vijaylaxmi Kaushik)
Executive Director/NR
For and on behalf of
RailTel Corporation of India Ltd.

खुली ई-निविदा सूचना

ई- निविदा सं. रेलटेल / टेंडर / ओटी / एन.आर. / वीएसएस - डी और ई / 2022-23 / 03, दि. 01.12.2022

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि. (रेलटेल) ने " भारतीय रेलों के लिए रेलटेल के उत्तरी क्षेत्र के अंतर्गत आने वाले डी एवं इ वर्ग के रेलवे स्टेशनों पर आई पीआधारित वीडियो निगरानी प्रणाली (वीएसएस) की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग और मौजूदा वीएसएस इन्फ्रा के साथ इंटीग्रेशन" के लिए सिंगल स्टेज टू पैकेट (पार्ट-I –क्रिडेंशियल /टैक्रो कॉमर्शियल बिड और पार्ट-II प्राइसबिड) रिवर्स ऑक्शन सहित सिस्टम के लिए ई-निविदाएं आमंत्रित करती है।

विवरण इस प्रकार हैं: -

क)	ई-बोलियां जमा करने की अंतिम तिथि	दि. 22.12.2022 को 15:00 बजे तक (ऑनलाइन)
ख)	ई-बोलियां खोलने की तिथि	दि. 22.12.2022 को 15:30 बजे तक (ऑनलाइन)
ग)	बयाना धन जमा (ईएमडी) #	रु. 72,77,000 /- (कर सहित)
घ)	निविदा प्रलेख की लागत	रु. 11,800/- (कर सहित)
ड)	निविदा खोलने का स्थान	बीडीएस, अध्याय-5 में यथा उल्लिखित पता
* कृपया विवरण के लिए खंड 4.A.22, अध्याय-4 देखें।		

योग्य एमएसई (MSEs) को निविदा दस्तावेजों और बयाना धन जमा (EMD) की लागत से छूट दी गई है, खंड 4.क.23, अध्याय-4 में अधिक विवरण दिए गए हैं।

नोट: निविदा प्रलेख के निमित्त निविदा सूचना और लिंक डाउनलोड के लिए रेलटेल की वेबसाइट, सीपीपी पोर्टल और ई-टेंडरिंग पोर्टल <https://ireps.gov.in> पर उपलब्ध हैं। निविदा सूचना समाचार- पत्र में भी प्रकाशित की जाएगी। ऑनलाइन बोली जमा करने के लिए बोली लगाने वाले को अनिवार्य रूप से IREPS पोर्टल से निविदा प्रलेख की आधिकारिक ऑनलाइन कॉपी डाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा में शुद्धि-पत्र / जोड़ने / संशोधन आदि केवल रेलटेल की वेबसाइट, सीपीपी पोर्टल और ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी। बोली केवल IREPS पर ऑनलाइन प्रस्तुत की जाएगी।

बोलीदाता बोली में भाग लेने / भागीदारी की तैयारी, से जुड़ी सभी लागतों को वहन करेगा। बोली प्रक्रिया के संचालन या परिणाम की परवाह किए बिना किसी भी तरह से रेलटेल इन लागतों के लिए जिम्मेदार या उत्तर दायी नहीं होगा।

यह निविदा रेलटेल की इंटीग्रिटी पैकट प्रोग्राम के तहत कवर की गई है और बोली दाताओं को इंटी ग्रिटी पैकट पर हस्ताक्षर करने और बोलियों के साथ ही रेलटेल को प्रस्तुत करना अपेक्षित है। इंटीग्रिटी पैकट प्रलेख की हस्ताक्षरित प्रति के बिना प्राप्त होने वाली निविदा को अस्वीकार कर दिया जाएगा

(विजयलक्ष्मी कौशिक)
कार्यपालक निदेशक/उत्तरी क्षेत्र

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SECTION-I
CHAPTER-1

OFFER LETTER

RailTel Corporation of India Limited
6th Floor, IIIrd Block,
Delhi Technology Park, Shastri Park,
New Delhi-110053

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 120 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject tender within 12 months from the date of issue of LOA. I/We also hereby agree to abide by the Various Conditions of Tender/Contract and to carry out the supplies/services according to the Specifications for items/materials and works laid down by the RailTel.
2. A sum of **Rs. 72,77,000/- (as mentioned in BDS Chapter-5) submitted online on IREPS portal** is herewith forwarded as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

I/We withdraw or modify the offer within validity period or do not deposit the R-PBG (Rolling-Performance Bank Guarantee) as mentioned in Clause 4.A.6 after issue of LOA,
or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready,
or

I/We do not commence the work within 15 days after receipt of orders to that effect. Until a formal agreement is prepared and executed the acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1.
- 2.

**SECTION-I
CHAPTER- 2**

SCHEDULE OF REQUIREMENT (SOR)

S N	Description	Unit	Qty	Unit Rate (excl d. GST)	Unit Rate (incl d. GST)	Total Cost (incl. GST)	Make & Model
SCHEDULE –‘A’ (SUPPLY)							
A	IP Cameras at Stations						
1	Supply of Full HD Bullet type IP colour camera along with all accessories required including bracket/fixture/Angle for fixing of camera for installation purposes as defined in chapter 8.	No.	14697				
2	Supply of Full HD P/T/Z type IP colour camera along with all accessories required including bracket/fixture/Angle for fixing of camera for installation purposes as defined in chapter 8.	No.	1633				
B	IT infrastructure and associated items at Railway Stations						
3	Supply of Type-I Switches along with optics (SFP-BX) and other installation accessories as defined in chapter-8	No.	3266				
4	Supply of Type-II switches along with optics (SFP-BX (10KM) Single Fiber, SFP+ (10KM/40 KM) and other installation accessories as defined in chapter-8	No.	1633				
5	Supply of 24 Fibre FMS (SC-APC Type) along with all installation accessories like patch chord, pigtailed etc. as defined in chapter 8	No.	1633				
6	Supply of 12 Fibre FMS (SC-APC Type) along with all installation accessories like patch chord, pigtailed etc. as defined in chapter 8	No.	3266				
7	Supply of 19” 9U racks along with all accessories like power strip, MCB, Fantray, Patch Panel etc. as defined in chapter 8	No.	4899				
8	Supply of Online UPS system, single phase of rating 1KVA UPS along with Battery suitable for 1hr back-up and other	No.	3266				

	installation accessories as defined in chapter 8						
9	Supply of MFCE Earth with multiple pits complete with all accessories (less than 1 Ohm) as defined in Section-II, Chapter-5	No.	1633				
10	Supply of ACDB for AC distribution Box with Lock and key arrangements and ISI mark MCBs of various ratings as per site requirements for installation at sites	No.	1633				
11	Supply of Panic Switch (IK10 and IP66 rated) with Mushroom Cap Push- Button in Red Color, DPDT contacts 2Amps 24 VDC, Stainless Steel Face Plate with GI Junction Box of suitable size and flasher cum strobe of min. 100dB including all accessories required for installation on platforms at stations	No.	6532				
C	Supply/Blowing/Pulling/Laying/Fixing/Clamping of various Cables/PVC pipe/GI pipe/HDPE at Stations as per specification as defined in chapter 8)						
12	Supply of STP CAT-6 Cable as defined in Chapter-8	Mtrs	408250				
13	Supply of 12 Core metal strengthened outdoor unarmored Optic Fiber Cable as per TEC/BSNL specification (mentioned in RDSO specification, para 17.2.2) as defined in Chapter-8.	Mtrs	1749694				
14	Supply of PVC insulated 3 core 4 Sq. Mm, 12 AGW (1.1 KV grade) outdoor strengthened Copper Cable for UPS supply distribution (as per BIS/ISI standards) along with all accessories.	Mtrs	1201447				
15	Supply of 32mm PVC flexible pipe	Mtrs	81650				
16	Supply of 32mm PVC conduit pipe (ISI mark)	Mtrs	3261428				
17	Supply of 40mm dia. HDPE pipe as defined in Chapter-8	Mtrs	81650				
18	Supply of GI pipe (50 mm Dia – 3.65 mm thick) as per IS-1239, Pt-1, medium grade	Mtrs	16330				
19	Spares @ 8% of supply against item 1, 2, 3 and 4 above as defined in clause 3.D.9 in chapter 3.	Lot	1				
	Sub Total of Schedule A (Supply) – In Figures						

	Sub Total of Schedule A (Supply) – In Words						
	SCHEDULE –‘B’ (SERVICES)						
1	Installation, Testing and commissioning Full HD Bullet type IP colour camera	No	14697				
2	Installation, Testing and commissioning of Full HD P/T/Z type IP colour camera	No	1633				
B	IT infrastructure and associated items at Railway Stations						
3	Installation, Testing and commissioning of Type-I Switches with optics (SFP-BX).	No.	3266				
4	Installation, Testing and commissioning of Type-II switches with optics (SFP-BX (10KM) Single Fiber, SFP+ (10KM/40 KM).	No.	1633				
5	Installation, Testing and commissioning of 24 Fibre FMS (SC-APC Type)	No.	1633				
6	Installation, Testing and commissioning of 12 Fibre FMS (SC-APC Type)	No.	3266				
7	Installation, Testing and commissioning of 19” 9U racks	No.	4899				
8	Installation, Testing and commissioning of Online UPS system, single phase of rating 1KVA UPS along with Battery suitable for 1hr back-up	No.	3266				
9	Installation, Testing and commissioning of MFCE Earth with multiple pits complete with all accessories. (less than 1 Ohm)	No.	1633				
10	Installation, Testing and commissioning of ACDB for AC distribution Box with Lock and key arrangements and ISI mark MCBs of various ratings	No.	1633				
11	Installation, Testing and commissioning of Panic Switch	No.	6532				
C	Blowing/Pulling/Laying/Fixing/Clamping of various Cables/PVC pipe/GI pipe/HDPE at Stations as per specification as defined in chapter 8)						
12	STP CAT-6	Mtrs	408250				
13	12 Core metal strengthened outdoor unarmored Optic Fiber Cable as per TEC/BSNL specification (mentioned in RDSO specification para 17.2.2) as defined in Chapter-8.	Mtrs	1749694				

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14	PVC insulated 3 core 4 Sq. mm (1.1 KV grade) outdoor strengthened Copper Cable for UPS sup- ply distribution (as per BIS/ISI standards)	Mtrs	1201447				
15	32mm PVC flexible pipe	Mtrs	81650				
16	32mm PVC conduit pipe (ISI mark)	Mtrs	3261428				
17	40mm dia. HDPE pipe	Mtrs	81650				
18	GI pipe	Mtrs	16330				
19	Training of personnel over and above the on-site training, during the installation, maintenance and supervision period as detailed in the tender document.	Man - Wee ks	882				
	Sub Total of Schedule B (Services) – In Figures						
	Sub Total of Schedule B (Services) – In Words						
	Total (A+B)						
	SCHEDULE –‘C’ (AMC)						
1	Annual Maintenance Charges (AMC) after warranty period of overall cost of supply portion of Schedule ‘A’ as detailed in clause 4.A.3 of Chapter-4A of Tender Document.	Year s	5				
	Sub Total of Schedule C (AMC) – In Figures						
	Sub Total of Schedule C (AMC) – In Words						
	Total (A+B+C) in Figures						
	Total (A+B+C) in Word						

SCHEDULE –‘D’ (NS items)

SI No	Description	Unit	Unit Rate (excl'd GST)	Unit Rate (incl'd GST)
1	Supply and fixing of PVC trough of 50X50 mm with cover of 2mm thick and length 2m each as per the specifications in Section-II, Chapter-7 of Tender document.	Nos.	263.99	311.50702

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2	Breaking of pucca road/CC, PF Cutting, Laying of OFC in Trenches and through all types of protections viz HDPE/GI/RCC Pipes etc. as the case may be including surface restoration as per the specifications in Section-II, Chapter-7 of Tender document.	Meter	321.95	379.89864
3	Trenching and Laying of HDPE Duct in normal soil and blowing of OFC Cable as per the specifications in Section-II, Chapter-7 of Tender document.	Meter	128.29	151.38574
4	Track/road crossing through HDD method as per the specifications in Section-II, Chapter-7 of Tender document	Meter	765.05	902.759
5	Supply and installation of RCC route markers including painting as per the specifications in Section-II, Chapter-7 of Tender document.	Nos.	369.29	435.76456
6	Splicing / Termination of 24 F OFC in FDMS (Splicing /termination of two nos of 12F splicing will be consider as 1 nos of 24F Splicing)	Nos.	4349.51	5132.4218
7	Supply & erection of G.I pipe post (100 mm dia 4.5mm thickness) ISI 239 part I grade) with base arrangement to a height of 4.3 metres including the foundation as per the specifications in Section-II, Chapter-7 of Tender document.	Nos.	13136	15500.48
8	Supply and installation of GI earth pipe and wire along with cement concrete closure as per the) drawing No SG/CN/02/13 ALT-1 at GI poles and as directed by Rly/Railtel Engineer at site. This include supply and provi-sion of 16 Sq.mm PVC insulated multi strand copper wire and soldering to the earth: electrodes and other equipment's as instructed. The earth resistance value should be record-ed and painted on the enclosure (concrete closure should be at ground level at PFs including concrete lid) as well as on earth pipe. The earth resistances should be less than 10 ohms. (G.I earth pipe confirmed to Drawing No. SG/CN/02/13 ALT-1), 16 Sq mm PVC insulated copper mul-tistrand wire soldering materials and all other miscellaneous required for the work by the contractor)	Nos.	1,298.09	1531.7462

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9	Supply and installation of IP 66 Outdoor 19" 6U Rack along (a) front side door with lock arrangement (b) fitted with one number FAN tray with 2 Nos of 230V operated fans (c) cable organizers 2 nos. (d) Cable tray 1 nos. (e) Provision of one no of power supply Strip consists of 6 Nos x 5A/15A multi pin sockets with ON/OFF 6A MCB of reputed make (f) Cable entry holes at bottom (g) all fixtures for pole/wall as per site requirement. as and per the specifications in Section-II, Chapter-7 of Tender document.	Nos.	7,000.00	8260
10	Supply and installation of splice/loop chamber as per the specifications in Section-II, Chapter-7 of Tender document	Nos.	5,450.10	6431.118

Note:1

- Bidders need not to be quote for Schedule-D, as the rate is fixed by RailTel.
- If needed, separate Work Order will be issued by RailTel for execution of some of the items against 'Schedule-D' as per rates indicated by RailTel. Bidder should Confirm your acceptance of the same by signing on Schedule-'D'. For execution of items against Schedule-D, no minimum work can be indicated, however, the maximum amount against Schedule-D shall normally be kept at 10% of tendered value.
- For Schedule-D rates have been indicated by RailTel. RailTel shall not accept any liability for the same after award and acceptance of contract.
- In the event of failure of Contractor to complete the work within 90 days from the date of issue of work order against Schedule-D, Penalty will be imposed as per rule and the work will be entrusted to outside agency, implication if any, arising due to execution of the work by outside agency will have to be borne by the CONTRACTOR i.e.no claim for compensation will be entertained.
- Terms of Payment: For POs issued against Schedule-D is at par with Cl.4.A.5.2 of service payments.

Note	
I	Before quoting, please see relevant para of Chapter 8 of Technical Specifications.
II	Unit rate quoted against SOR above should be CIP destination inclusive of basic rate, including GST, freight, insurance, Inspection/Audit charges (if applicable i.e., for RDSO, CERT-IN empanelled Government agency etc.) and any other charges or cost quoted by the tenderer. The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5, Section-I) to the sites as mentioned in tender or

	decided by the Regional GM/ED or authorized Nominated Executive.
III	SOR Item no. 1 under Schedule – ‘C’: Bidder shall be paid @ 3.5% (minimum) of overall cost (excluding Taxes and Duties) of supply portion of Schedule (A) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake maintenance, repairs and replacements of all type of equipment/module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the system after the warranty. For more details, please refer to Clause no. 4.A.3 Chapter-4 (Section-I) of this document. Evaluation will be done on Total cost (Schedule ‘A’, Schedule ‘B’ and Schedule ‘C’) of SOR above.
IV	Since, RailTel has provided LAN infra at railway stations, therefore, the existing available infrastructure may be utilized by the bidder for implementation of VSS system and such items used may not be considered as a part of Supply orders. Decision regarding utilization of LAN infra taken by RailTel will be final and binding.
V	In case of cameras, different OEM are permitted only for different sensor size. Bidder has to offer only single make and model against each SOR Item other than Cameras. Offers without particulars of Make & Model or multiple OEMs of same item are liable to REJECTED.
VI	Bidder must validate all the quantities quoted in their technical solution proposed supported by calculations, datasheets and design documents as same would be required for the technical evaluation of the offer. Bidder would be responsible for ensuring the complete system is operational and meeting the requirements as mentioned in the tender document. However, if at any stage during contract validity period {as mentioned in clause 3.D.11 of Chapter-3 (Section-I)}, it is found that the system performance is not compliant with the functional requirements and specifications given in the tender document, the bidder shall be liable/obliged to supply additional hardware/systems required to meet the functional requirements and specifications mentioned in the tender document at no additional cost to the purchaser. RailTel decision in this context will be final.
VII	The Bill of Material (BOM) will be prepared for each item of Schedule of Requirement as per draft Format (I & II) given below. This Bill of Material will be called “Bill of Material for Schedule of Requirement” and will be prepared according to Note given under SOR. <u>Technical Bid</u> -The Un-priced copy (with make & model) of the SOR along with the Breakup of individual itemized BOM (as per Format given below) should be submitted with the Technical Bid for evaluation. The above document should not include any prices, if found so, the bid may liable to be REJECTED. <u>Financial Bid</u> - Bidder(s) shall upload the complete SOR along with the price Breakup of individual itemized BOM for EACH ITEM (as per Format given below) along with the financial bid. The Financial Bid submitted without itemized priced BOM may liable to be REJECTED. Note: Detailed Un-Priced/Priced BOM is required to be submitted by the Bidders for all the Items which can be divided into logical units and which may be required by RailTel after installation phase. Some of the parts of the SOR items may be required by RailTel for Augmentation of VSS network. For SOR Items, which can't be divided into logical separate units for

	preparing detailed priced/un-priced BOM, only SOR price may be mentioned.
VIII	Bidder is required to installed VSS system as per <u>RDSO Specification RDSO/SPN/TC/65/2021Version 6.0 or latest and is required to share SDK with RailTel or its vendor for integration of cameras supplied under this tender with VMS/VA/CCC/EMS/FRS (if required). Bidder should ensure seamless integration of VSS system installed at D/E Category stations with various software applications and their associated hardware along storage available at the controlling RPF Thana/Post or Datacentre in accordance with RDSO Specification RDSO/SPN/TC/65/2021Version 6.0 or latest. Hardware and Software including storage will be provided by RailTel under separate tender.</u>
IX	The supply of items shall be done in phased manner strictly in line with the progress of the work at their controlling RPF Thana/Post. Successful bidder is required to propose project progress and planning of supply of related material in consultation with the RailTel. Bidder shall submit the Supply and Inspection plan along with destination(s) for delivery to RailTel and after approval of RGM/ED. The bidder will arrange for supply and inspection of material as per approved plan and payment of items in Schedule-A shall be released as per supply plan.
X	The Bidders are required to meet all eligibility criteria mentioned in this tender document and financial bid of eligible bidders will be opened. eRA will be conducted among the eligible bidders and LOA will be issued to the lowest bid after eRA.
XI	In case any Security breach is found in the system installed by the bidder during any stage of the project (upto completion of AMC period), immediate strict penal action will be initiated by RailTel against the Bidder.
XII	The selected bidder after issue of LOA will start roll-out of the VSS project as per the scope of Work. After completing installation at initial stations, the bidder shall ensure Security Audit of Bidder's VSS solution at one of the selected station (as selected by RailTel) from STQC (Ministry of Electronics & Information Technology) or any other Government Agency from the list of CERT-IN empanelled Information Security Auditing Organization for arranging security audit as per Clause no. 3.9 of RDSO specification version-6 or latest. PAC for first cluster station of RPF Thana/Post shall be issued after successful compliance of all critical points (related to network security) raised by the testing agency. Critical points related to network security and non-critical points will be as per the advice of the testing agency. All non-critical points raised by testing agency shall be complied by the bidder before issuance of Provisional Acceptance Certificate (PAC) for IT setup at RailTel Datacenters at Gurugram/Secunderabad. Before issuance of FAC, sample test at a station randomly selected by STQC (Ministry of Electronics & Information Technology) or any other Government Agency from the list of CERT-In empanelled Information Security Auditing Organization to be performed. Any deficiency pointed out by the auditing agency shall be attended by the selected bidder without any additional cost to RailTel. For any deficiency pointed by auditing agency in the existing VSS infra, corrective action will be taken by RailTel. However, any deficiency pointed out by the auditing agency due to integration with existing VSS infra shall be attended

	by the selected bidder without any additional cost to RailTel. Note: i. Interoperability certificate (as per clause 3.2 of RDSO specification) and Security Verification Certification (Point-C, Form no. 8 of Chapter-6) required as per RDSO specification no. RDSO/SPN/TC/65/2021 version 6 or latest, for various Hardwares/Softwares are required to be submitted at the time of supply while offered for Inspection. ii. In case of failure in arranging Interoperability Certificate or Security Verification certificate for offered Hardware/Software at the time of supply, the bidder shall arrange alternate Hardware/Software as per RDSO specification no. RDSO/SPN/TC/65/2021 version 6 without any additional cost to RailTel.
XIII	Inspection of Item no. 1, 2, 3 and 4 will be done by RDSO as per RDSO specification. All remaining items will be inspected by RailTel authorized representative(s). All the Required Certificates/Test Reports as mentioned in RDSO specification no. RDSO/SPN/TC/65/2021, version 6 or latest, are required at the time of Factory Acceptance Test (FAT) by RDSO as per clause 3.D.3 of Chapter-3D of Tender document.
XIV	Non-conformities between Figures and Words Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of in the manner indicated below: i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly; ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
XV	All forms pertaining to OEMs as mentioned in Chapter-6 are to be submitted by OEMs of Hardware and Software mentioned in Eligibility Clause 4.A.14.2.

Detailed Bill of Material (BOM) against each Unit SOR Supply Items (Section-A) (Format-I)

SOR Item No. XX (Type-II switch) – Qty. - 1 Number														
S N	Items Descripti on	Make & Model No.	Total Qty	HSN Code	EX- Factory Price (Basic Unit Price exclusive of all levies and charges)	Pkg.& Forwar ding Charge s		Other Charges and Levies		Freight & Insurance Charges		IGST/CGS T/SGST/G ST		Unit Rate (all inclusive) as quoted by the tenderer (6+8+10+12+14)
						%	A m t	%	Amt	%	Amt	%	Amt	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	14
1	Switch		1											

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2	SFP+ 10 Km		2											
3	SFP+ 40 Km		2											
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Note: The item description in above format for BOM is indicative in Nature only and Bidder is required to submit the detailed BOM covering all important components of the supplied items.

Price Schedule for Service Items (Section-B) and AMC (Section-C) (Format-II)

SN	Description	Total Qty	HSN Code	Basic Unit Price	Other Charges and Levies		IGST/CGST/S GST/GST		Price Per Unit (all inclusive)
					%	Amt	%	Amt	
1	2	3	4	5	6	7	8	9	10
1	SOR Item-1								
2	SOR Item-2								

SECTION-I
CHAPTER-3

A. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

3.A.1 Introduction

3.A.1.1 About RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999.

RailTel with strong nationwide presence is committed to bring cutting edge technology and offer innovative services to the Indian Telecom market. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts.

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT etc.

In line with its commitment to bring next generation telecommunication technologies and services to people across the length and breadth of the country, RailTel is already providing high speed Wi-Fi network at train stations across the country.

3.A.1.2 Deleted

3.A.1.3 Project Background

3.A.1.3.1 Indian Railways (IR) is a governmental entity under the Ministry of Railways which operates India's National Railway System. It is run by the government as a public transport and manages the third-largest railway network in the world by size. Indian Railways is the lifeline of India and has an estimated daily ridership of approximately 2 crores.

In order to enhance security for passengers especially women & children at Railway stations which are major hubs of transportation, Indian Railways intended to install Internet Protocol (IP) based Video Surveillance System (VSS) at stations, that is, waiting halls, reservation counters, parking areas, main entrance/ exit, platforms,

foot over bridges, booking offices etc. Indian Railways has also intended to provide CCTV at Coaches.

3.A.1.3.2 RailTel, a Miniratna PSU under Ministry of Railways, has been entrusted with the work of providing IP based VSS with video analytics and facial recognition system at Railway Stations of A1, A, B, C, D & E Category. To have a better coverage and clearer image, four types of Full HD Cameras – Dome type (for indoor areas), Bullet type (for platforms), Pan Tilt Zoom type (for parking areas) and Ultra HD-4k cameras (for crucial locations) are being/to be provided. CCTV camera live feeds are displayed on multiple screens at the Railway Protection Force (RPF) control room for monitoring. Centralised monitoring through Command Control Centre (CCC)(covered under Northern Region tender) will also be provisioned for Pan India VSS Work.

3.A.1.3.3 Under this tender, bidders are required to provide Cameras and LAN infrastructure at D & E Category stations at controlling RPF Thana/Post Station. Provision of VSS infra required for D & E category stations including Storage for cameras, hardware/software for VMS/VA/FRS (if required) at their controlling RPF Thana/Post will be provided by RailTel.

3.A.1.3.4 In future, Train Coaches are also to be covered for VSS Work by RailTel on behalf of Indian Railways. The recording of the video feeds from CCTV cameras of these coaches will required to be accessed & integrated with VSS system installed at RPF Thana/Posts.

3.A.1.4 Scope of Work

3.A.1.4.1 IP based Video Surveillance System (VSS) at Railway Stations

The scope of work includes Supply, Installation, Testing, Commissioning, Integration (with existing VSS Infra), operation and maintenance of IP based Video Surveillance System at D & E Category Railway Stations of Indian Railways.

List of stations covered under the scope of present tender along with their controlling RPF Thanans/Post is mentioned in BDS (Chapter-5, Section-I).

Railway stations covered under the scope of work have been further clubbed together as a cluster according to location of their controlling RPF thana/post and in this RFP such clusters have been referred as “RPF Thana/Post-wise cluster stations (including station where RPF/Thana/Post is located and stations being recorded at that particular RPF Thana/Post)”. Details of controlling RPF Thana/Post is given in the above-mentioned list.

Bidders are required to follow Schematic Diagram-2: (RPF/GRP Thana/Post Clustered based architecture) mentioned in RDSO Specification RDSO/SPN/TC/65/2021 Version 6.0 or latest for provision of VSS system at D & E Category stations under this tender at their controlling RPF Thana/Post Stations.

The requirement mentioned in this Tender/RFP, BEING A TURN KEY BASIS PROJECT, calls for a complete working system and not components thereof. Therefore, the Bids must be complete with all equipment and required accessories along with necessary power systems including standard Un-Interrupted Power Supply for the entire equipment, all type of connectors, patch leads, mounting, reinforcement (cable/wire) and fitting hardware, plugs, sockets and any hardware/software, etc. as required for complete installation & commissioning of the System under this contract.

The complete project consists of following phases:

1. **Deleted**
2. **Supply, Installation, Commissioning and Integration** with Existing VSS Infrastructure as per details given in SOR of Chapter-2.
3. **Maintenance & Warranty-** Maintenance supervision period as mentioned in clause 4.A.2.5 and warranty as mentioned in BDS (Chapter-5, Section-I).
4. AMC (5 years after completion of Warranty Period).

The detailed scope of work includes following:

- i) Planning, Design, Supply, Installation, Testing, Commissioning, Integration with Existing VSS Infra, Operation and Maintenance of the IP based video surveillance system at various Railway Stations of D and E category of Indian Railways at their controlling RPF Thana/Post Stations. Details of Stations are given in BDS (Chapter-5, Section-I). Hardware and Software required for D & E category stations at RPF Thana/Post and Datacenters will be provided separately by RailTel. However, RailTel reserves the right to include other category of stations under the scope of work as per the requirement of Indian Railways.

The system shall comply with RDSO Specification RDSO/SPN/TC/65/2021Version 6.0 or latest. However, in case of any conflict on the solution design parameters, system functional requirements and technical specification of a system/item between RDSO specification version-6 or latest and the tender conditions, the RDSO specifications will prevail.

- ii) The bidder should prepare a site plan showing exact location of different type of cameras, switches etc. at various locations like parking areas, entrance/exit points, platforms, yards, waiting halls, ticket counters, offices, foot over bridges, circulating areas etc. as per site requirement in consultation with RailTel & Railways after the proper site survey. The proposed site plan should have an optimum number of cameras so as to cover Railway Station from security point of view. Installation of the VSS systems at Railway Stations shall be carried out **only as per Railway's approved drawings & plans.**

- iii) **Bidder is required to installed VSS system as per RDSO Specification RDSO/SPN/TC/65/2021Version 6.0 or latest and is required to share SDK with RailTel or its vendor for integration of cameras supplied under this tender with VMS/VA/CCC/EMS/FRS (if required). Bidder should ensure seamless integration of VSS system installed at D/E Category stations with various software applications and their associated hardware along storage available at the controlling RPF Thana/Post or Datacentre in accordance with RDSO Specification RDSO/SPN/TC/65/2021Version 6.0 or latest. Hardware and Software including storage will be provided by RailTel under separate tender.**
- iv) **Bidder is required to provide required information of hardware provided under the scope this tender to RailTel for their integration with EMS (as required for Integration of Hardwares detailed in specification for EMS given in Clause 8.3.6 of chapter-8) and Command Control Centre (CCC) application (as required for integration of Hardware with CCC application as per RDSO specification version-6).**
- v) Supply, laying and fixing of electrical wiring and network cabling including OFC.
- vi) Supply of complete hardware components for the proposed solution (Cameras, UPS, manageable switch etc.) including AMC and Warranty.
- vii) Supply of any other equipment/infrastructure or services required for the proper installation, testing, commissioning, operation, and maintenance of video surveillance solution as per the approved design.
- viii) Seamless integration with Storage for cameras, hardware/software for VMS/VA/FRS (if required) at their controlling RPF Thana/Post and hardware/software for EMS/CCC at Datacenters as per RDSO Specification RDSO/SPN/TC/65/2021 Version 6.0 or latest without any additional cost to RailTel.
- ix) RailTel will facilitate connectivity from its POP to integrate the VSS network. Bidder is required to lay any additional OFC cable for ring protection, if required.
- x) To identify, develop and deliver the training to the Railways/RailTel staff for the VSS System to be installed and commissioned.
- xi) To demonstrate the functioning of all the modules of software and features of hardware component as and when required by Railways.
- xii) Preparation of Digital Network topology of VSS at station (including RPF Thana/Post) showing make, model, IP address, connectivity etc (including existing VSS infra).
- xiii) The recording of the video feeds from CCTV cameras of Stations will be stored in the nearest RPF Thana/Post for 30 days for playback, post event analysis and for

investigation purposes. Important videos to be stored for longer duration at Data Centre (by using 240TB storage) & RPF Thana/Post. Storage at RPF Thana/Post and Datacenters will be provided by RailTel separately.

- xiv) Remote operation and monitoring of a cluster of stations from RPF Thana/Post, Divisional HQ and Zonal HQ etc. shall be done through the RailTel/Railways MPLS network or OFC Network (to be decided by RailTel).
- xv) Replacement of **all consumable items including batteries** of UPS supplied by the contractor (at no additional cost to RailTel) during Maintenance supervision, warranty and AMC period.
- xvi) Provision of necessary man-power for maintaining VSS as per SLA requirement during Maintenance supervision period of 12 months, warranty period of 24 months and AMC period of 5 years without any additional cost to RailTel.
- xvii) After the completion of contract duration, the successful bidder shall hand over all the components of the video surveillance system in working condition to Railways/RailTel.
- xviii) Maintaining earth resistance less than 1 Ω for maintenance free earthings during complete project duration including AMC.
- xix) Bidder shall follow best practices (in addition to RDSO specifications) during installation, commissioning, maintenance, warranty and AMC period for VSS project.

3.A.1.4.2 IP based CCTV surveillance system in Coaches of Indian Railways

IP based Closed Circuit Television (CCTV) surveillance system in Coaches are **not included** in the scope of tender. However, the network proposed in the tender shall be capable of acquiring data from train coaches through Wi-Fi/GSM and process for onward submission to Data center/RPF Thana.

3.A.1.5 Quality Assurance Programme and Implementation Methodology

The bidder with quality assurance should prepare Implementation Methodology covering:

- a) Schedule of Type Test/Acceptance Test/Inspection, supply, installation, SAT (Site Acceptance Test), trial runs, commissioning, integration etc.
- b) Allocation of manpower for different activities.
- c) Submission of PERT chart indicating completion of various activities within targeted time frame.

3.A.1.6 Manufacturing, Supply and Storage of Equipment

The bidder will be fully responsible for Manufacturing, Inspection and Supply of Equipment/cards/interfaces/software and all related items for installation and commissioning of the network including the following:

- a) Spares required for Commissioning, maintenance supervision, warranty period and AMC Period shall be maintained by the Contractor at his own cost.
- b) All necessary cables and connectors required.
- c) The bidder shall be responsible for transportation and storage of Equipment and all other items required for Installation and Commissioning of the network to RailTel's stores/sites as advised.

3.A.1.7 Support from Indian Railways/RailTel

3.A.1.7.1 For Video Surveillance System (VSS) at Railway Stations, the Executive Director/Regional General Manager of Region of RailTel shall be the executing Officer Head of the project. The RGM/ED shall nominate an officer as an authorized representative(s) for this project. The successful bidder shall take all instructions/approvals etc. for the project from ED/RGM or his nominated authorized representative.

3.A.1.7.2 Drawing & Plans for installation of VSS stations shall be submitted by the contractor to RailTel for approved of Railway. A schedule for supply of station-wise drawings/plans by the Contractor & their clearance by the RailTel/Railway shall be drawn so as to avoid bunching of documents and to ensure that the time taken for approval is minimized. The Railway, after receiving drawings & plans from RailTel, will arrange to scrutinize the drawings/plans and offer their remark if required, within 7 working days of submission of the same by RAILTEL. Contractor shall ensure compliance within the next 5 working days, after receiving it from RailTel. Thereafter, Railway will communicate the approval within next 7 working days. Installation of VSS at stations shall be carried out as per Railway's approved drawings & plans only.

At stations under the scope of work, number of cameras shall be as per site requirement based on duly approved drawings after site survey. Before commencement of the work at a station, bidder has to take approval for camera location. Camera location drawing will be signed by the nominated representatives of Railway & RailTel.

3.A.1.7.3 The Railway will provide free access to Railway premises in connection with carrying out the project related activities. However, prior permission/valid temporary ID card may be issued to the concerned persons by the Project Coordinator of RAILTEL and duly counter signed by concerned Railway officer.

For execution of projects, Railway will permit the bidder to use the available Railway Land temporarily on the same terms & conditions as applicable to Railway's contractors.

- 3.A.1.7.4 Adequate power supply will be arranged by Indian Railways for Installation and Commissioning of the VSS system as per applicable charges. For Operation of VSS Infrastructure, Railway will provide power supply free of cost.
- 3.A.1.7.5 Indian Railways will permit to install video Surveillance related infrastructure at stations subject to non-interference with the existing devices and to the rail users.
- 3.A.1.7.6 If required by special order, the successful bidder would be allowed to carry out the work even in night. RailTel's decision in this regard in consultation with Indian Railways shall be binding on the successful bidder.
- 3.A.1.7.7 RailTel shall facilitate the availability of point of presence to the successful bidder to connect with the RailTel's Network at each Railway Station.
- 3.A.1.7.8 Temporary depot for tools and equipment of any kind can only be opened within the Railway's premises during installation phase only after getting prior permission from the authorized Railway personnel as per Railway's terms and conditions. Any land required by the bidder may be made available by Railways, if available, at the lease cost as per the latest norms of Railways

3.A.1.8 Bidder's Responsibility

The bidder will be responsible for all the activities mentioned in Scope of Work. Bidder will also responsible for the following activities:

- 3.A.1.8.1 Planning, designing and drawing of VSS system at stations, Preparation of Drawings & Plans clearly showing Active VSS infra (Cameras, Switches, UPS, Rack etc) and passive VSS infra (OFC, power cable, CAT etc) for railway's approval and their modifications as per railway requirements. (Note: In addition to the proposed VSS infra under this project and existing LAN infra at D & E Category Stations shall be clearly visible in the drawings with different colors & plans prepared by the selected contractor for RailTel/Railway's approval, showing the extent of their utilization in the proposed VSS system at stations).
- 3.A.1.8.2 It shall be the responsibility of Supplier to transport the equipment to site for the Installation & Commissioning.
- 3.A.1.8.3 Maintenance of VSS system during implementation, maintenance supervision period, warranty period & AMC period as per terms & conditions of RFP and its corrigendum.

3.A.1.9 Installation, Integration, Testing, Trial Run and Commissioning of Network/System

The bidder shall be fully responsible for Quality Assurance of equipment & other network elements and supervision of following:

- Installation and Integration of the above said equipment/items as per System design
- Integration with existing network/system
- Testing of the Network/System as specified in the document
- Trial run of the network/system
- Commissioning of Network/system

3.A.1.10 Training of Purchaser's Personnel and Change Management

For successful implementation and monitoring of the video surveillance solution, the successful bidder will need to identify training needs for Indian Railways/ RailTel. To provide professional training and development services at each stage of the project viz. installation, testing, operation and maintenance including AMC period.

The successful bidder shall provide hands on training and online training with detailed course material on the installed equipment and software covering at least the following as per the schedule given by RailTel during complete project duration:

- Configuration and their operation of Networking Equipment, Cameras and other equipment etc. supplied under the project.
- Trouble shooting and preventive maintenance
- Training on operation of CCTV system.

These personnel shall work with the Bidder technical team staff to gain confidence and to get expertise right from the execution stage of the project till completion of AMC period. The training content to be designed and delivered by successful bidder at successful bidder's own cost. All equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.

Timelines for Training and Development are as follows:

SN	Deliverable	Timeline in Months (M) (D= Date of award of LoA)
1	Preparation of training material, course etc. for IT awareness, role/function-based training of CCTV monitoring room operators, system technicians and supervisors etc.	D + 2M
2	Completion of IT awareness training	D + 3M
3	Continuous training and retraining during installation, warranty & AMC phase	As and when required by RailTel/Railways

Sets of training manual in two hard copies & two soft copies containing details of technical specification, installation & commissioning, troubleshooting & maintenance schedule etc. shall be supplied by the bidder.

The bidder shall update the course material of manuals in case there are any changes owing to revision/modifications in equipment/system specifications.

3.A.1.11 Final Commissioning

The VSS shall be considered to be commissioned only after successful completion of the SAT, Trial Run and successful completion of 12 months of Maintenance Supervision after issue of PAC and after issue of Final Acceptance Certificate (FAC).

Any item of bidder's goods/services not specifically mentioned, but considered essential for completion/commissioning of the work in all respects shall be deemed to be included in the scope of work. Any additional item, if required for completion of work, shall be required to be supplied by the bidder free of cost.

3.A.1.12 General System Guidelines

- a) Bidder shall be responsible for the successful completion of the project.
- b) If during the course of execution of the work any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered, the same shall be referred to the Purchaser/Engineer who shall give his decision in the matter and issue instructions directing the manner in which the work is to be carried out. The decision of the Purchaser/Engineer shall be final and conclusive and the bidder shall carry out the work in accordance thereof.

3.A.1.13 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.

3.A.1.14 Features and Capabilities of Equipment

The specifications defined under Chapter-8 contain the necessary requirements of RailTel with regard to the features and capabilities of the equipment to be offered by the bidders. These will be carefully studied and commented upon by the bidder.

3.A.1.15 Compliance to Technical Requirements

- 3.A.1.15.1 In the offer, the bidder shall include NIL deviation certificate (Form No. 6 of Chapter-6) statement for compliance of terms and conditions mentioned in the tender document and RDSO specification version-6 or latest.

In case of any deviation from terms and conditions mentioned in the tender document and RDSO specification version-6 or latest, the bidder may include item-wise statement for partially complied/non-complied clauses as Annexure with NIL Deviation statement as per details given below:

- a) "PARTIALLY COMPLIANT," if systems and functions offered meet the tender requirement partially. The bidder shall state the reason why the offer is partially compliant. However, if the bidder is able to fulfill the specified requirement later, the time schedule for this shall be stated. In such cases, the bidder shall clearly mention the extent to which other requirements or specifications are affected.
- b) "NON-COMPLIANT," if systems and functions cannot meet the requirements. The bidder shall also state the reasons for it.
- c) In addition to the above-mentioned compliance statements, wherever statement is given for some numerical parameter specified in tender, then bidder shall state the actual numerical value of specification as met by the offered systems/equipment.
- d) In case of partially compliant or non-compliant bid, RailTel reserves the rights to **REJECT** the bid without assigning any reason.

3.A.1.15.2 **Unclear Statements**

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

3.A.1.15.3 **Detailed Technical Information**

The bidder shall include in his proposal the detailed technical information, drawings and functional descriptions of the offered equipment to support the Compliance to VSS Technical Specifications as in Chapter-8 of this tender document.

SECTION-I
CHAPTER-3

B. PROPOSED ARCHITECTURE FOR VIDEO SURVEILLANCE SYSTEM

3.B.1 Architecture Overview

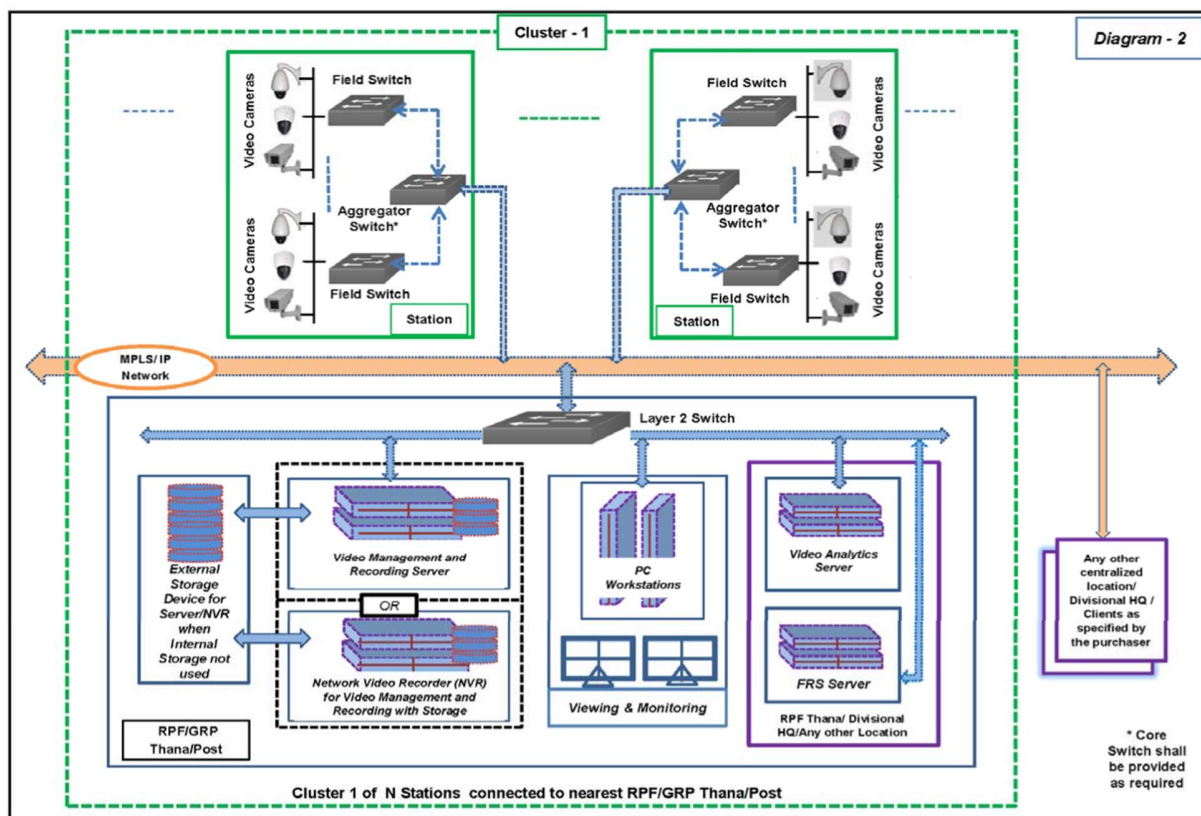
To implement Video Surveillance Solution (VSS), each station should have robust, secure and scalable network architecture implemented which will cover all platforms and other areas such as waiting halls, ticket counters, entry, exit, refreshment area, and foot over bridge, parking area etc. of a railway station. Actual locations of switches in the proposed VSS solution will depend on the location of cameras decided by Railways.

In addition to robust, secure and scalable network architecture on railway stations, fully secure network architecture will be required at Railway Stations. Existing LAN Infra at stations and existing VSS infra at controlling RPF Thana/Post is also required to be integrated with the proposed VSS infra at stations and Thana/posts, without any additional cost to RailTel. This network will work as a platform for implementation of Video Management, Video Recording, Video Analytics and Facial Recognition System etc., which are part of infrastructure for IP Video Surveillance Service. Same network architecture can be used for deployment of Information Display System and other services as per the requirements of RailTel/Railways.

As this is a highly visible project for Indian Government, Ministry of Railways and RailTel, therefore, the proposed architecture must be secure end to end so as to ensure by the selected contractor to eliminate any unauthorized misuse of recorded video or video clips of VSS System.

3.B.2 Architecture of VSS/CCTV System for stations

Tentative architecture of VSS/CCTV system at stations will be as per schematic diagram-2. Tentative schematic diagram of Video Surveillance System for Cluster of Stations as mentioned in RDSO specification no. RDSO/SPN/TC/65/2021Version.6.0 or latest with all amendments.



3.B.3 Power and Fiber Distribution Design for Railway Stations

A 4 sq.mm 3 core power cable shall be terminated to UPS System at each platform from AC Distribution Box (ACDB). 4 sq.mm 3 core power cables shall also be drawn from these UPS systems to each Type-1 Switch location.

Two number of 12 core fiber cable will start from 24 ports FMS towards each platform and will terminate to 24 ports FMS on each platform. Suitable number of spares should be kept at each platform and additional 12 core OFC cable may be laid, if required. Each platform will have one 12 core OFC cable connecting to all Type-1 switches on the platform by using 12 port FMS in a ring configuration as per Diagram for category A1, A, B & C stations in clause 3.B.4.4. Complete ring between Type-1 switches will be formed by using a single 12 core OFC cable.

Further, IP Cameras will connect on CAT-6 STP cables to these access switches to provide video service.

3.B.4 Network Design for Different Type of Stations

3.B.4.1 D & E Category of stations has typically physical platforms as per following:

SN	Category of Stations	Nos. of Physical Platform
1	D Type	2 nos.
2	E Type	2 nos.

3.B.4.2 Each platform will be having approx. 3 to 4 nos. of 8 port PoE Access Switches (Type-I Switch) to cover entire length of platform. 2 cores out of 12 core OFC cable will start from Aggregation switch - Type-II (at a central location) connecting all Field switches of 1st platform and will terminate to the same Aggregation switch.

Another 2 core out of 12 core OFC cable will start from Aggregation switch (at a central location) connecting all Field switches of 2nd platform and will terminate to the Aggregation switch and so on. By this way, all Type-I Switches (Access Switches) of a given platform will form a ring topology with Type-II Switch (Aggregation Switch) at central location in Ring architecture with 12 core single mode fiber.

All type-1 switches (Field switches) on a platform will connect each other through 12 core OFC cable. Any additional 12 core OFC cable to be laid as per requirement, if required at a given location.

The Aggregation switch at each station will connect to Type-IV (MPLS Switch/Router at controlling RPF Thana/Post Stations through existing Railway's OFC cable or RailTel's IP-MPLS network.

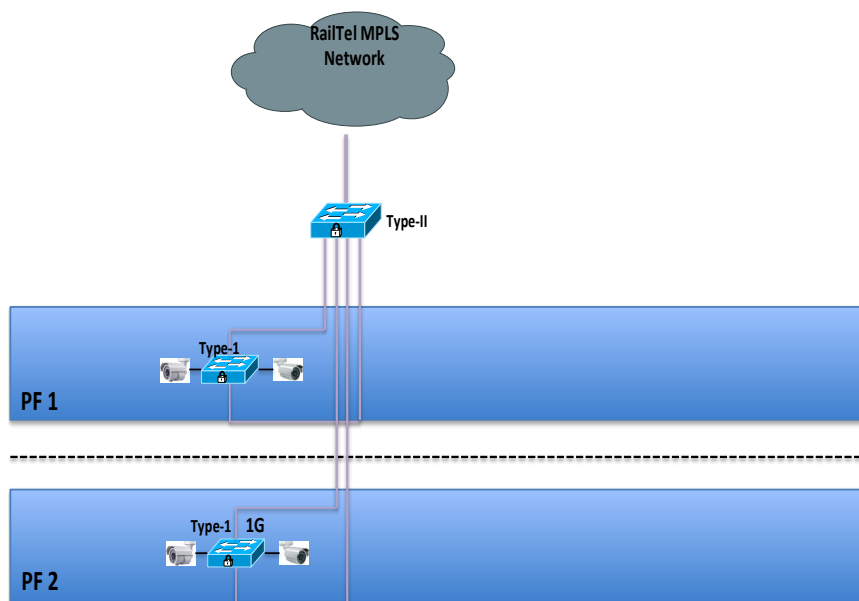
Further IP Surveillance Cameras connected on Cat-6 STP cables to these Type-I Switches (Access Switches). In future, Access Points and Information Display Units may also be connected to provide other services.

If there is requirement to connect Type-I Switches (Access Switches) for platform extension, any other locations or any other services aggregation switch will have sufficient ports available.

3.B.4.3 Use of Existing LAN Set-up at Stations:

RailTel is already providing LAN Service at various Railway Stations and therefore have built robust LAN Set-up at few stations. Therefore, to avoid duplicacy at stations, existing LAN Infra will be used by bidder. Decision regarding utilization of LAN infra taken by RailTel will be final and binding.

3.B.4.4 Tentative network diagram for D and E type stations are given as:



3.B.4.5 Surveillance VPN on RailTel Backbone

A separate VPN instance will be created on Type-IV Switch for different type of services (Surveillance, Display Network etc). Access switches will separate these services in form of unique VLANs and maintain logical segregation between these services. This will maintain each service separately from traffic flow and QoS implementation perspective and improve network performance along with securing and isolating these services from each other.

A separate VPN instance may be created on Type-IV switch for Railway Protection Force (RPF) users. Railway Protection Force users will have a secure client for monitoring stations through IP surveillance cameras.

This network architecture must have features like port security, DHCP snooping, Dynamic ARP inspection, IP Source guard, BPDU Guard and Spanning tree root guard. These features will enable network to implement first level of network security at these switches as a protection from sniffing and reconnaissance attacks.

This network architecture must have loop avoiding feature like MSTP/RSTP to implement dual homing/redundancy successfully.

IP Video Surveillance System is traffic hungry and delay sensitive service. To ensure proper functioning of this project, network architecture must have features like Multicast VLAN Registration, IP SLA, AutoQoS, Auto Ports configuration to detect end device type connected to port and configuring QoS automatically on basis of device. Network should have IPv4 and IPv6 port and time-based access list with time ranges.

3.B.5 IP based Video Surveillance solution for Different Type of Stations

The main objective of the project is to implement IP based Video Surveillance Solution to monitor and manage multiple Railway Stations across various divisions at RPF Thana/Post, central locations as well as from any other locations.

The system implemented shall act as tool to respond to situations/incidents effectively, aiding faster decision making and act as a great learning for better preparedness to meet any incident and eventualities.

The system is expected to help in following area:

- a) Centrally Monitor and Control Security Systems
- b) Immediate Response and Management System
- c) Integration with Video Management

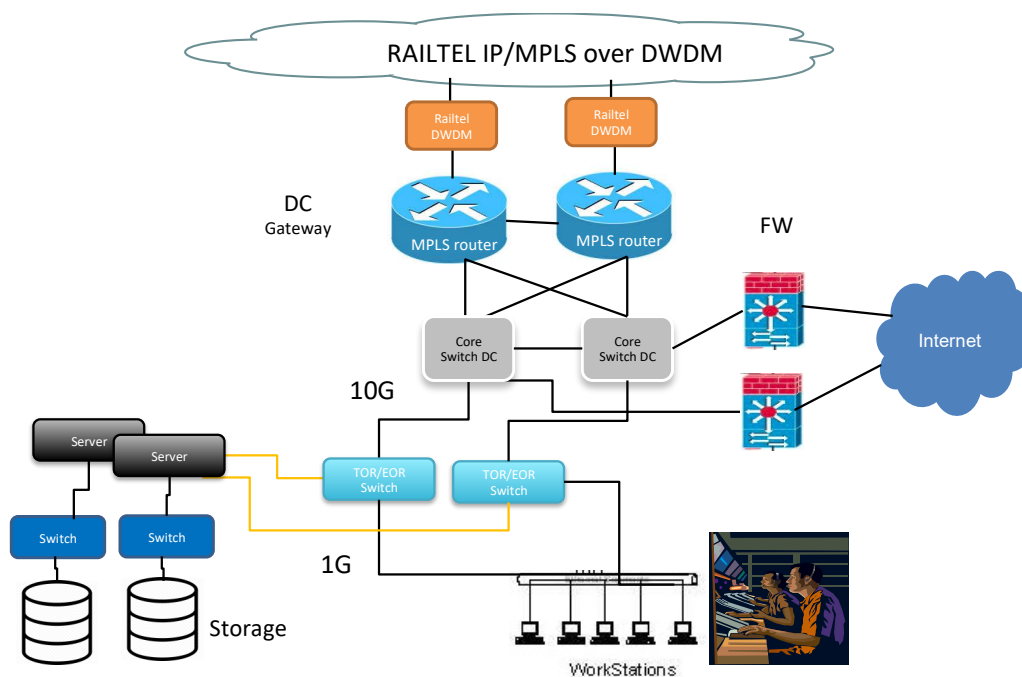
IP based cameras could be PTZ Type and Fixed Bullet. Below are major listed areas, which will cover by various type of cameras:

- a) Platform, Foot over areas should be covered by Fixed Bullet cameras
- b) Entry/Exit should be covered by Fixed Bullet cameras.
- c) Ticketing Counter, Waiting, Food Plaza, Railway Refreshment Room, Low ceiling Entry /Exits should be covered by Fixed Bullet cameras
- d) PTZ should be mounted for bigger open areas, where Pan, Zoom & Tilt functionality will be used.

The above arrangement is only tentative in nature and any other additional locations can be added as decided by RailTel/Railway as per site requirement. The necessary LAN infra for above cameras is required to be provided by the bidder as per SOR of Chapter-2.

3.B.6 Network layout at RailTel Datacenters and RPF Thana/Post (NOT COVERED THE SCOPE OF THIS TENDER)

3.B.6.1 At RailTel Datacenters (Gurugram and Secunderabad)



Data Centre Architecture including networking, computing, storage, management, and security is planned as described below:

In each Data Centre, there will be two Core Routers (to be provided by RailTel) interfacing towards the RailTel MPLS network thorough DWDM in physical layer.

The two Core routers will work as a Gateway Router from the network towards RailTel Datacenter.

There will Two-tier Architecture Core/Aggregation and Access Switching Layer. This architecture accommodates a north-south traffic pattern where client data comes in from a WAN or the Internet to be processed by a server/workstation in the data center and is then pushed back out of the data center.

Data Centre Core and Aggregation layer—Provides the high-speed packet switching backplane for all flows going in and out of the data center. Provide important functions such as Layer 2 domain definitions, spanning tree processing, and default gateway redundancy. Server-to-server multi-tier traffic flows through the aggregation layer and can use services, such as firewall, to optimize and secure applications.

Data Centre Access layer—Where the servers/workstation physically attach to the network. The server/workstation components consist of 1RU rack servers/workstations, blade servers/workstations with integral switches, blade servers/workstations with pass-through cabling, clustered servers/workstation. The access layer network infrastructure consists fixed configuration 1 or 2RU stackable

switches (Top of Rack/End of ROW). Switches provide both Layer 2 and Layer 3 topologies.

Resiliency is achieved by load balancing the network traffic between the tiers
Security is achieved by placing firewalls between the tiers.

3.B.6.2 **At RPF Thana/Post**

Each RPF Thana/Post location will have architecture for connectivity of Server(s)/Workstations/Network Video Recorders with Video Management, Recording, Analytic and FRS Software/Application for Video Surveillance System at stations.

At RPF Thana/Post location, where VMS is already available, the selected bidder shall integrate the proposed VSS infra with the existing VMS infra (including software, server/workstation, storage, PC Workstation etc.) without any additional cost to RailTel including installation, configuration & commissioning with existing VMS, of any additional video recording server/workstation supplied under the scope of the work.

At RPF Thana/Post locations, where new VMS is required to be installed as per the scope of work, the selected bidder shall configure the existing VSS infra (including cameras, servers/workstations, storage, PC workstation etc.) with by supplied VMS by him (without any additional cost to RailTel).

The selected bidder shall integrate the complete VSS infra (existing & proposed) with Video Analytic Software, EMS and Facial Recognition Software without any additional cost to RailTel for his portion of work for integration.

Network design at RPF Thana/Post will consist of Type-III switches. These switches will have redundant power supply.

3.B.7 **Deleted**

3.B.8 **Installation of Panic Button and Associated VMS Requirements for Stations**

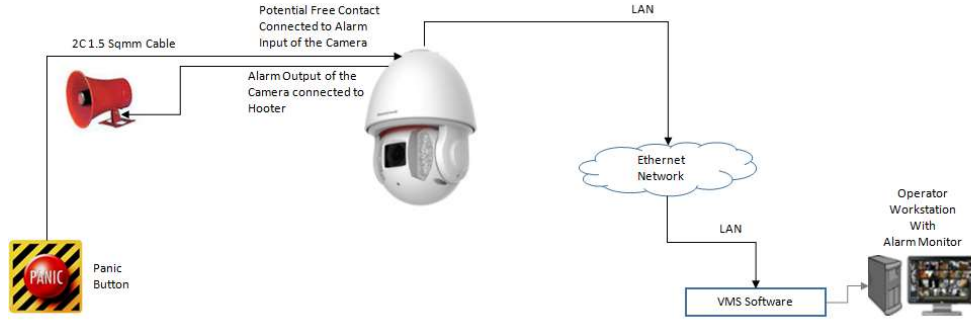
3.B.8.1 The VMS software (to be provided by RailTel at controlling RPF Thana/Post) will include required licenses to support Alarm Input monitoring and Output activation for the proposed IP Cameras.

3.B.8.2 Two numbers of Panic Button shall be installed at each Platform. The potential free contact of the Panic Button shall be connected to the Alarm Input of the IP Fixed or PTZ Camera installed nearby wherein Panic Button is in the Field of View of the Camera.

3.B.8.3 Once the Panic Button is activated by any person in distress, an alarm shall appear on the VMS along with the pop-up of the associated camera on the operator

workstation. In case, associated camera is a PTZ type, the camera shall move and zoom on to the Panic Button to see the person in distress.

3.B.8.4 Panic Button shall be installed at average person's height at the platform.



SECTION-I
CHAPTER-3

C. ENTERPRISE MANAGEMENT SYSTEM (Not Covered under the scope of this work - It will be provided by RailTel and will cover VSS Infra provided under the scope of this Tender)

3.C.1 Introduction

For the provision of Video Surveillance System (VSS) at Railway Stations, Region-wise tenders (Eastern, Northern, Southern and Western) are being floated by RailTel. For monitoring of VSS Equipment installed/ planned to be installed at Railway Stations & RPF Thanas, Enterprise Management System (EMS) have been provisioned in a separate tender.

Enterprise Management System (EMS) will be required to integrate all the IP devices of VSS system including Camera, Switches, UPS etc. to be procured under Schedule of Requirement.

Required Hardware and Software (including required licenses) for EMS at Datacenters will be procured under separate tender by RailTel.

Bidder is required to provide required information of hardware provided under the scope this tender to RailTel for their integration with EMS (as required for Integration of Hardwares detailed in specification for EMS given in Clause 8.3.6 of chapter-8) and Command Control Centre (CCC) application (as required for integration of Hardware with CCC application as per RDSO specification version-6).

3.C.2 Enterprise Management System (EMS)

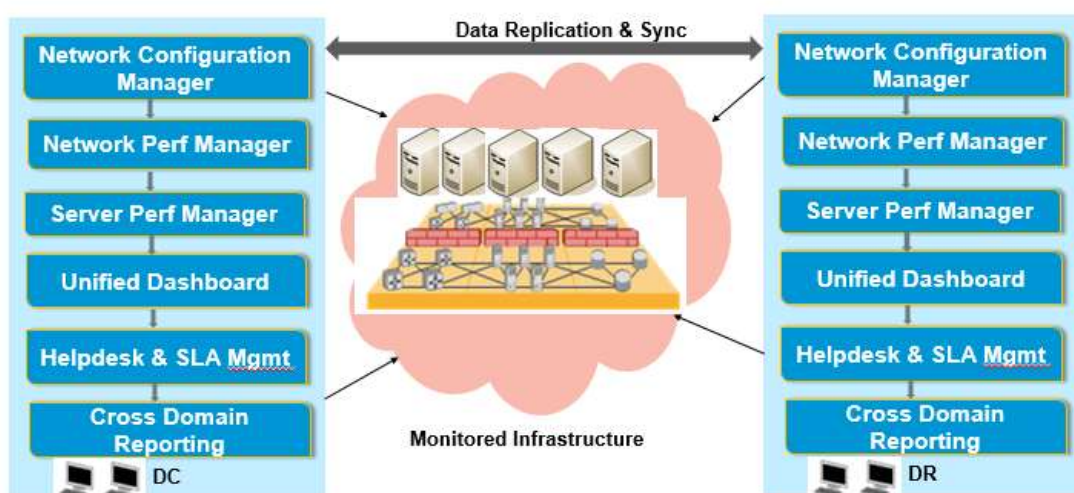
3.C.2.1 For effective operations and management of IT Operations, an industry standard Enterprise Management System (EMS) has been provisioned for monitoring of VSS Equipment (Cameras, Switches, Server/Workstation, Storage, PC Workstations and UPS etc). Given the expanse and scope of the project to operate, configure, monitor & maintain IP based Video Surveillance System (VSS) across Railway Station of Indian Railways, EMS becomes very critical for IT Operations and SLA Measurement.

3.C.2.2 Some of the critical aspects that need to be considered for operations of IT setup are:

- Centralized and Integrated Dashboard View
- Centralized and Customizable Service Level Reporting
- Server/workstation Change, Provisioning & Configuration
- Network Automation
- Service Management (Helpdesk) & SLA Management
- Centralized IT Asset Inventory discovery & tracking

- Server/Workstation Monitoring
- Network Fault & Performance Management
- Penalty Monitoring and Management

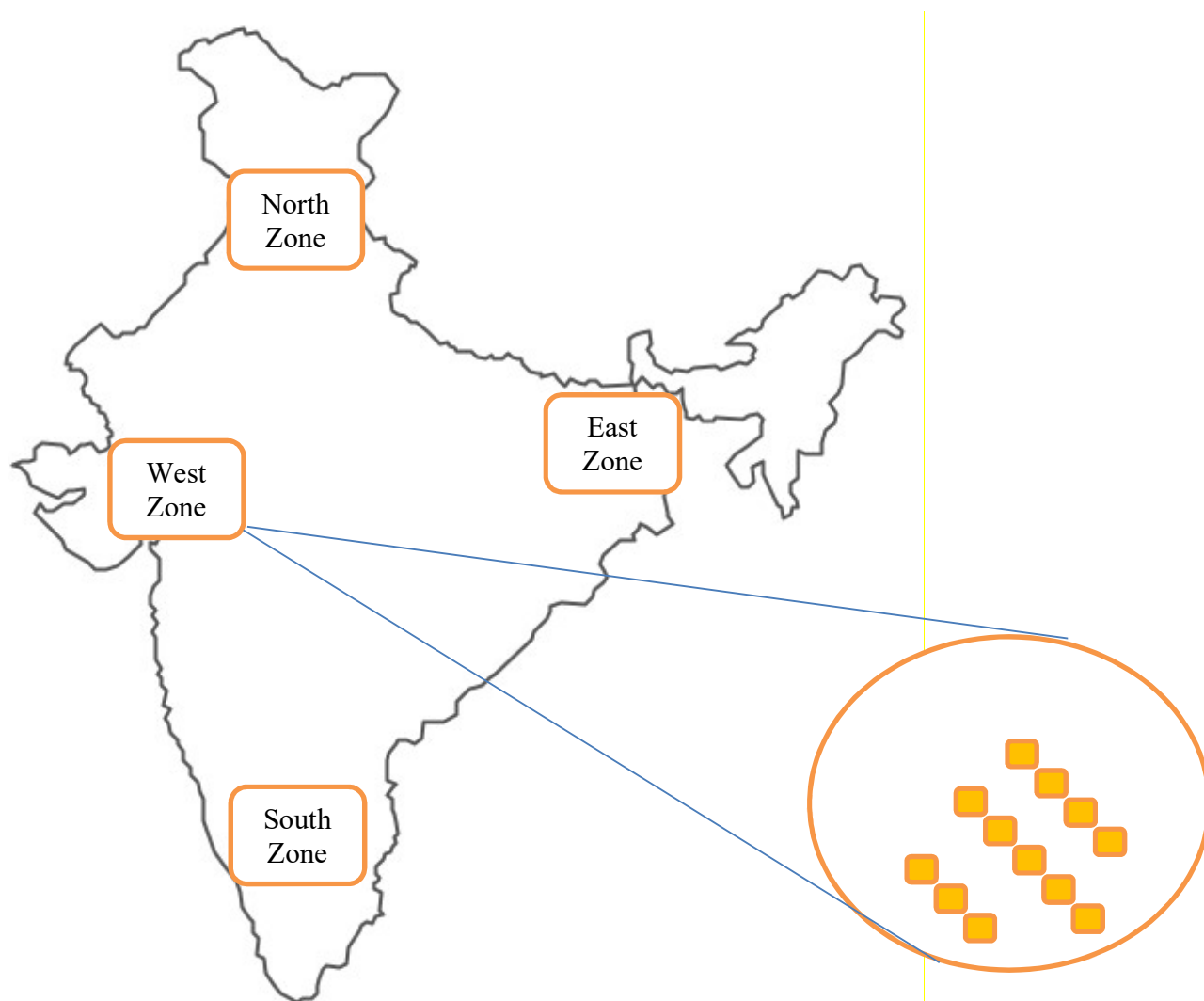
Enterprise Management Solution Framework



3.C.2.3

All the assets of VMS System (including all IP devices of VSS System like Cameras, Storage, Servers/Workstations, Switches, Routers, UPS etc) are required to be monitored through the concerned Regional NOC, Central NOC (CNOC) and concerned Railway unit. EMS System to be deployed at one Data Center as a DC with the redundant infrastructure configured in other Data Center as a DR, in case of failover. There will be a continuous data replication & synchronization from DC to DR site on daily basis to prevent a loss of configuration changes in the event of losing the production instance.

The EMS solution deployed in DC will act as a manager of manager, where all the events from cameras, storages, servers/workstations, networks (switches, routers etc.) and UPS solutions would be aggregated. It provides the advanced level of correlation like the event de-duplication, filtering, enrichment etc. to find out the most casual event in the network. The dashboard can be personalized by individual users based on their roles & thus can be extended to various RPF Thana/Post, Divisional HQ's etc. for web based access, as per their role & responsibilities. The operators in various RPF Thana/Post, HQ's will have personalized views of topology, alarms & reports as per the business requirement.



Service Desk Manager would be the central service desk solution, which would act as a single point of contact for logging incidents automatically from the monitoring solutions from event management console as well as manual incidents via mail and telephone from the end users. The solution would also provide Knowledge Management for the engineers to populate and search solutions. The knowledge management component would also be installed on the same server/workstation. The processes of Change Management will be carried out using the same solution. The incident, problem, change and request process can be tied to the Service Level Management process to send notifications, escalate etc. so that the response and availability SLAs are met. Email will be the primary notification method. There are a number of out-of-box reports available. Customized reports can be created, scheduled and published on a central portal.

Network Management component offers fault, availability, and performance monitoring, with real-time network monitoring and network incident management, for physical and virtualized network infrastructure. It will also provide historical performance reporting on all the managed nodes.

3.C.2.4 Specification of EMS is given in Chapter-8 for information to the bidders.

SECTION-I
CHAPTER-3

D. INSPECTION AND SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING

3.D.1. Inspection

(A) Inspection will be carried by RDSO for all the items for which RDSO specifications are referred. For other items the inspection will be carried out by RailTel or its authorized agency.

(B) Test Categories (This should be for all the items to be inspected by RailTel)

i) The following tests shall be conducted for acceptance of the equipment and the system before final acceptance of the system. Waiver of Part or whole of type tests can be considered if proof of having done the tests by independent body or PTT authority is submitted.

- a) Pre-Factory Acceptance Testing
- b) Factory Acceptance Testing
- c) Pre-commissioning test (after installation) for total integrated system.
- d) Site Acceptance Testing (SAT)
- e) Trial Run

ii) These tests shall be carried out on all equipment supplied by bidder including those supplied by sub-vendors, if any.

iii) Bidder shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

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

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

The plans shall include:

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

- 2) Test procedures (including time schedule for the tests) and identification of test inputs details and desired test results

3) **Test Report:**

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

- i) Test results
- ii) Comparison of test results and anticipated (as per specifications) test result as given in test plans and reasons for deviations, if any.
- iii) The data furnished shall prove convincingly that
 - a. The system meets the Guaranteed Performance objectives
 - b. Mechanical and Electrical limits were not exceeded.
 - c. Failure profile of the equipment during the tests are well within the specified limits
- vi) **Failure of Equipment/Cards/Components:**

Till the system is accepted by the Purchaser, a log of each and every failure of equipment/cards/components shall be maintained. It shall give the date and time of failure, description of failed equipment, circuit, module, equipment designation, effect of failure of equipment on the system/equipment, cause of failure, date and time of repair, mean time to repair etc. Repair/modification done at any point of time at one site, shall be carried out by bidder at all the sites. Detailed documentation for the same shall be submitted to Purchaser for future reference.

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

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

vii) **Readjustments**

No adjustments shall be made to any equipment during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, bidder

shall carry out only those readjustment needed to ready the equipment/system for continuance of tests. A log of all such adjustments shall be kept giving date and time, equipment, module, circuit, adjustments, reasons, test result before and after adjustment etc. Fresh acceptance tests shall be conducted after the readjustments have been completed.

3.D.2. Pre-Factory Acceptance Testing

The bidder on his own exactly in line with pre-approved test plan shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Purchaser/Engineer before inspection.

3.D.3. Inspection/Factory Acceptance Test

Inspection will be carried by RDSO for all the items for which RDSO specifications are referred. For other items the inspection will be carried out by RailTel or its authorized agency.

Testing Procedure for VSS equipment for which requisite testing facility is not available in India:

Necessary type tests as well as acceptance tests on the equipment offered shall be conducted to ascertain conformance of the equipment to the requisite RDSO specification. These tests shall be got conducted by the OEM/Vendor at 3rd party test houses of international repute such as UL, TUV etc.

- 3.D.3.1 In case the requisite test facilities are available with OEM, the 3rd party test house may conduct these tests in the OEM premises if specifically requested by OEM to RDSO. **The details of 3rd party test house (proposed-to be entrusted with the testing) shall be submitted by the bidder along with the technical bid document.** The same shall be sent to RDSO for prior clearance. These details shall include testing capability of the test house & shall confirm that the test house has undertaken testing of such equipment earlier. Only after the clearance of RDSO, testing shall be entrusted to proposed 3rd party test house. RDSO shall advise the test format and details regarding quantity of equipment on which type test and acceptance test is required to be conducted.
- 3.D.3.2 3rd (Third) Party test house after conducting requisite type test & acceptance test shall submit the test report directly to RDSO. In case the equipment conforms to the RDSO specification, necessary clearance for supply of the equipment shall be given by RDSO to the OEM/vendor.
- 3.D.3.3 On arrival of such cleared equipment in India, sample tests covering only visual and functional parameters shall be undertaken by RDSO.
- 3.D.3.4 On successful visual and functional tests as above, the equipment may be considered to be in conformance with RDSO specification. However, the vendor shall submit

special bank guarantee equivalent to 10% of the value of the equipment inspected by third party abroad & valid for a period of one year (in addition to Performance Guarantee) and undertaking to the purchaser that the equipment supplied shall meet all the requisite parameters of the specification and shall work satisfactorily failing which bank guarantee may be encashed. Firm shall also submit suitable undertaking regarding satisfactory repair /service support to the purchaser.

3.D.3.5 Once type test has been successfully completed on a equipment, only acceptance test shall be conducted subsequently, in case the same equipment (make, model & version) is offered again within a period of 2 years.

3.D.3.6 Any expenses against inspection by 3rd party shall be borne by the bidder. Traveling, lodging & boarding expenses of RailTel's/Railway representative shall be borne by RailTel/Railway.

3.D.4. Installation

After successful completion of inspection, equipment shall be sent to site for installation. Equipment without factory acceptance/inspection certificates shall not be acceptable at site.

Prior to installation, all equipment shall be checked for completeness as per the specifications of equipment required for a particular station. Installation shall be carried out in accordance with the installation manuals and approved installation drawings& site plan in the best workmanship.

Bidder shall indicate the number of teams and the list of equipment for each team to be required for installation of the Video Surveillance System in order to complete the work within the stipulated time frame.

Bidder shall bring all installation tools, accessories, special tools, test gears, spare parts etc. at his own cost as required for the successful completion of the job.

If during installation and commissioning under the supervision of the bidder any repairs are undertaken, the maintenance spares supplied with equipment shall not be used for the repair. Bidder shall arrange his own spare parts for such activities till such time the system has been finally accepted by the Purchaser. A detailed report & log of all such repairs shall be made available by the bidder to Purchaser/Engineer and shall include cause of faults and repair details, within 2 weeks of fault occurrence.

A detailed time schedule for these activities shall be submitted by bidder to Purchaser/Engineer to enable their representatives to be associated with the job.

Bidder shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, interbay and inter equipment cables, power supply cables and connectors, power distribution

boxes, anchoring bolts, nuts, screws, washers, main distribution frames, audio distribution frames, voice frequency cables, junction boxes etc.

The installation of equipment shall be supervised by the bidder in such a manner so as to ensure neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays. No cable shall be visible. All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

3.D.5. Pre-Commissioning

On completion of installation of VSS system, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the bidder 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 bidder and the test shall be carried out by the bidder on his own. After the tests have been conducted to the bidder's own satisfaction, the bidder 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, bidder shall identify the same and provide report/history of all faults to the Purchaser.

During installation and pre-commissioning of the Edge Infrastructure of VSS system, bidder shall have enough number of commissioning spares so that the installation is not held up because of non-availability of commissioning spares.

3.D.6. Site Acceptance Testing (SAT)

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

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

- a) Checks for proper installation as per the approved installation drawings for each equipment/item and system as a whole.
- b) Guaranteed performance specifications of individual equipment/item.
- c) Self diagnostics test on individual equipment.
- d) Tests on remote alarm transmission and reception.
- e) System tests on END TO END for the system, all complete.

3.D.7. Trial Run/Field Trials

Upon conclusion of the Site Acceptance Testing (SAT) the bidder shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period bidder shall provide all Support engineers & Technicians to maintain the total log, incidents and failures. However, the normal operation and maintenance of the system shall be performed by the personnel of the Purchaser trained for the purpose.

If during 'Trial run' any defect is noted in the system, the bidder shall rectify, replace the same to the satisfaction of Purchaser's/Engineer. The decision to repeat the final test or restart the 'Trial' shall be of Purchaser/Engineer depending upon the severity of the defect.

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

Ideally, during the 'Trial run, no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept for each station and the availability of the system per station basis shall be calculated, accordingly and results submitted to Purchaser/engineer.

If the system fails to come up to the guaranteed performance, the bidder, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the bidder. In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages. If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser shall be free to take any action as he deems fit against the bidder and to bring the system to the guaranteed performance with the help of third party at the expense of the bidder.

3.D.8. Provisional Acceptance Certificate (PAC)

- (i) After SAT, Station wise physical installation and commissioning report shall be jointly signed by representatives of Railway (RPF and S&T), RailTel and contractor for successful commissioning and testing covering all cameras and other VSS infrastructure at stations clustered within the controlling RPF Thana/Post and Fiber/Network connectivity, monitoring facilities extended. In case of any deficiency affecting the overall working of the system, the contractor shall rectify the deficiencies within one month and verify them from RailTel and Railway representatives. On the basis of physical Installation & commissioning report by RailTel/ Railway RPF & Railway S&T, the Railway S & T department will issue work completion report.
- (ii) All completion drawings/plans and joint report duly signed by RAILTEL Officers shall be handed over to the respective division of each zonal railway at the time of signing of completion certificate in soft copies and hard copies of which prints in the required numbers shall be supplied by the bidder. One set of diagrams of the

concerned station along with Working Rules Booklet for VSS System has to be provided by the bidder for each station.

- (iii) For VSS work at Railway Stations, RailTel's respective Territory Managers shall issue a Provisional Acceptance certificate (PAC) for the D & E category stations under each RPF Thana/Post-wise cluster stations (including station where RPF Thana/Post is located and stations being recorded at that particular RPF Thana/Post) after receiving completion report from Railway (including attending all deficiencies mentioned in commissioning report of all concerned stations). PAC for first cluster station of RPF Thana/Post shall be issued after successful compliance of all critical points (related to network security) raised by STQC (Ministry of Electronics & Information Technology) or any other Government Agency from the list of CERT-In empanelled Information Security Auditing Organization. All non-critical points raised by Auditing Organization shall be complied by the bidder before issuance of Final Provisional Acceptance Certificate (PAC) for last RPF Thana/Post-wise cluster stations (including station where RPF Thana/Post is located and stations being recorded at that particular RPF Thana/Post) by concerned Territory Manager.
- (iv) In case final PAC for last cluster(s) station of RPF Thana/Post is pending for want of site readiness, final PAC shall be released after approval of RGM/ED.

3.D.9. Maintenance Spares

- 3.D.9.1 Unit rates for each spare required for operation and maintenance shall be provided. Bidder shall also provide the address, contact person, mail-id, fax, and telephone no. of the manufacturer of the spare parts, if different from the bidder itself. The bidder shall warrant that spare part for the system would be available for minimum of 8 (1 Year Maintenance Supervision+ 2 Year Warranty+5 Year AMC) years after Final Provisional Acceptance Certificate (PAC) for last RPF Thana/Post-wise cluster stations as per clause no. 3.D.8 (iv).

In case of stoppage/discontinuation of production of spares for the installed equipment by OEMs, the bidder has to provide one year advance intimation to the Purchaser so that the Purchaser may order the requirements of spares in one lot.

Sufficient number of spares (for operation and maintenance) shall be kept against SOR items as mentioned (with round off at the higher side) to maintain the SLAs. Spares shall be provided from the same manufacturing facilities/location from where the respective equipment, subsystems are offered.

The list of the required spares being supplied with unit cost and total cost should be attached along with the bid.

8% spares taken in the SOR (Chapter-2) against Schedule 'A' are not maintenance spares and should not be considered for maintaining SLAs during the entire project duration (i.e. upto AMC period).

- 3.D.9.2. Spare part management for spare during the maintenance support services, warranty and AMC phase in order to meet the SLAs shall be undertaken by the successful bidder.
- 3.D.9.3. The list of maintenance spares, required for providing maintenance support with Uptime being asked for, shall be worked out by the bidder in consultation with the OEM and submitted for RailTel's approval. These spares shall be stocked at various locations proportionately and checked by RailTel at the time of acceptance of the network (to be defined by RailTel later).
- 3.D.9.4. RailTel shall hold successful bidder responsible for all SLAs mentioned in the RFP and subsequently in the contract document, however, for ensuring the same, Certificates from all OEMs and/or authorized vendors/representatives (as per Forms of Chapter 6, (Section-I) will be produced to confirm that the life time maintenance support (three years warranty & five years AMC) by provisioning of spares.
- 3.D.9.5. In case the equipment offered/supplied under the contract is out of production/support or not available due to any reason, the contractor shall supply equipment with prior approval of purchaser's engineer.

3.D.10. Commissioning spares

The commissioning spare shall be arranged by the bidder to cater to the requirement during installation, commissioning, site acceptance testing, trial run and warranty period. These spares shall be readily available with the bidder, at specified locations.

3.D.11 Final Acceptance

Before issue of FAC, the bidder will offer its complete VSS work for sample testing of any randomly selected station by STQC (Ministry of Electronics & Information Technology) or any other Government Agency from the list of CERT-IN empanelled Information Security Auditing Organization for arranging security verification certification. FAC shall be issued only after submission of security verification certification by the bidder and closure of all points raised by the Auditing Organization.

The final acceptance of the complete work shall take effect from the date of successful completion of 12 months of Maintenance Supervision (Clause 4.A.2.5 of Chapter-4, Section-I) of issuance of final PAC last cluster(s) station of RPF Thana/Post provided in 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 Executive Director of the Region and the contractor. 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.

SECTION-I
CHAPTER-3

E. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES

3.E.1 Training of RailTel/Railway Personnel

3.E.1.1 Scope of Training:

The successful bidder shall provide hands on training and online training with detailed course material on the installed equipment and software covering at least the following as per the schedule given by RailTel during complete project duration:

- i) Configuration and their operation of Networking Equipment, Cameras and other equipment etc. supplied under the project.
- ii) Introduction to computers, servers/workstations/NVR, and their configuration and operations
- iii) Trouble shooting and preventive maintenance
- iv) Training on operation of CCTV system.

These personnel shall work with the Bidder technical team staff to gain confidence and to get expertise right from the execution stage of the project till completion of AMC period. The training content to be designed and delivered by successful bidder at successful bidder's own cost. All equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.

3.E.1.2 Timelines for Training and Development:

SN	Deliverable	Timeline in Months (M) (D= Date of award of LoA)
1.	Preparation of training material, course etc. for IT awareness, role/function-based training of CCTV monitoring room operators, system technicians and supervisors etc.	D + 2M
2.	Completion of IT awareness training	D + 3M
3.	Continuous online training during installation, warranty & AMC phase	As and when required by RailTel/Railways

Sets of training manual in two hard copies & two soft copies containing details of technical specification, installation & commissioning, troubleshooting & maintenance schedule etc. shall be supplied by the bidder.

The bidder shall update the course material of manuals in case there are any changes owing to revision/modifications in equipment/system specifications.

The training course shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are manufactured/ offered or at full-fledged training facilities.

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

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

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

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

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

3.E.2 Vendor Data Requirement and Documentation

One set of Documentation with hard and soft copy shall be supplied for each station.

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

- A) System description, System configuration diagram & Connectivity diagram
- B) Detail technical manual of each type of equipment

Equipment interconnection diagram including details of various interfaces, signaling protocols used at each stage.

Layout of equipment and space requirements for each station.

Installation manual including installation procedure and commissioning.

Supervisory configuration, alarm list, operator interface etc.

- C) Maintenance manual of each type of equipment containing:
- i) Preventive maintenance procedures.
 - ii) Trouble shooting/repairs procedures including failure analysis shall provide exhaustive information about repairs including but not limited to removal, reinsertion of components and cards, repairs, adjustments, tuning, calibration, tools required for a particular operation, test points, including turn-around time for repair and the details of the maintenance support service centre to be furnished in the bid and all other maintenance related details.
 - iii) Expansion possibilities of the system without causing deterioration in the system performance.
 - iv) Any other data, document not specifically mentioned, but required for the satisfactory testing, installation and commissioning, operation and maintenance of the system shall be provided.
 - v) Documents to be supplied after trial runs but before System commissioning (Acceptance of the System by Purchaser/Engineer).

3.E.3 Design Guidelines

- i) Equipment shall conform to the similar housing standards and shall preferably be integrated in one 19” rack.
- ii) All venting, cooling shall be natural. However, in case of equipment with internal forced cooling, suitable dust filters may be used, if required.
- iii) All equipment shall be immune to EMI; RFI interference generated by any nearby source including traction overhead equipment& shall meet the latest international standards in this regard.
- iv) The equipment shall be capable of functioning with minimum maintenance and shall be preferred to have no requirement of any preventive maintenance.
- v) All the wiring works whether power cable, network cable or OFC cable should be wired and clamped properly on the channels and coding may be provided for the identification of the cables.

- vi) All equipments proposed for procurement in this tender document, are planned to be installed at Railway station. Therefore, all such equipments should be able to withstand Heat and Dust in accordance with Indian environment.

SECTION-I
CHAPTER 4

A. COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

- 4.A.1.1 The bidder shall complete the offer letter (Chapter-1, Section-I) and the Price Schedule (Chapter-2, Section-I) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 4.A.1.2 The offer should remain valid for a minimum period from the date of opening of tender including the date of opening as indicated in Bid Data Sheet (BDS) Chapter-5, Section-I.

4.A.2 Warranty

- 4.A.2.1 The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter-5, Section-I. The supplier shall warrant that store to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 4.A.2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 30 days, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 4.A.2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 4.A.2.4 Warranty Support**
- 4.A.2.4.1 Material for repair during Warranty Period shall be handed over /taken over by contractors engineer at respective site or mutually agreed RailTel PoP location.

4.A.2.4.2 During the warranty period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the work 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.

4.A.2.4.3 During the free warranty maintenance period, contractor should stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free, the same also will have to be done by the contractor at no cost to RailTel as to make good all the deficiencies. The bidder shall ensure that the downtime of the VSS infra installed at Railway Station shall not be more than 24 hours. Additional Manpower, if considered necessary, shall be provided by the bidder to stabilize the network at no additional cost to RailTel. A penalty of Rs. 1000/- per hour of down time of network shall be imposed on the contractor for not meeting the down time prescribed. The Contractor's Engineer shall be responsible to identify the fault and advise corrective measures and ensure that defective cards are replenished.

4.A.2.4.4 Replacement Services

In case of hardware failure the replacement must be given in next business day. If the bidder fails to replace as per below mentioned duration, the following penalties will be imposed:

If the Bidder fails to replace /Equipment card/Part in next business day, the following penalties will be imposed.

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

Note:

- OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.

- b. The above replacement services will be applicable during maintenance supervision, warranty and AMC period.

4.A.2.5 Maintenance Supervision

4.A.2.5.1 After issue of last provisional acceptance certificate {as mentioned in Clause 3.D.8 (iv)} is issued (including trial run period if any), the contractor shall be responsible for proper maintenance supervision of the complete system free of cost for a period of twelve months. For this purpose he shall prepare a maintenance plan and make available the services of qualified maintenance engineer stationed at the location approved by RailTel authorized representative who will supervise and maintain the VSS infra.

4.A.2.5.1.2 The Contractor's Engineer shall be responsible to identify the fault and advise corrective measures and ensure that defective cards are replenished. The bidder shall ensure that the downtime of the VSS infra installed at Railway Station shall not be more than 24 hours. Additional Manpower, if considered necessary, shall be provided by the bidder to stabilize the network at no additional cost to RailTel. A penalty of Rs. 1000/- per hour of down time of network shall be imposed on the contractor for not meeting the down time prescribed. The Contractor's Engineer shall be responsible to identify the fault and advise corrective measures and ensure that defective cards are replenished.

4.A.2.5.2 During this period of maintenance supervision if any shortfall is noticed in the functioning, as a result of any deficiency in work, the contractor will rectify the same at no cost to RailTel. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract.

4.A.2.5.3 To summarize, the total period of warranty as per BDS in Chapter-5 (Section-I), will comprise of first 12 months of Maintenance Supervision (after issue of PAC) extendable by RailTel for reasons as explained, as per para 4.A.2.5 above, post which FAC will stand issued. Issue of FAC will be followed by 24 months of warranty as per para 4.A.2 & 4.A.2.4 above.

4.A.3 Long Term Maintenance Support (AMC)

4.A.3.1 Bidder 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 of equipment supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by Bidder on the system from time to time to improve performance. During this period the scope of work as mentioned in Clause 3.A.1.4 (Chapter-3, Section-I) & its sub clauses will be applicable.

4.A.3.2 Bidder shall be paid @ 3.5% (minimum) of overall cost (excluding Taxes and Duties) of supply portion of Schedule (A) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake maintenance, repairs and replacements of all type of equipment/module/card/assembly /subassembly and update/upgrade of software released during this period and /or which may fail in the system after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e. issue of AMC LOA.

If the bidder quotes a higher base rate for AMC, he will be paid at his quoted rate per annum. Total AMC cost for five years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 5 years after completion of warranty.

In case a bidder quotes AMC rates lower than 3.5% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 3.5%) of AMC rates & bidder will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 3.5% per annum.

4.A.3.3 Separate agreement for AMC after completion of warranty period shall be entered with bidder by RailTel. The R-PBG submitted by the selected bidder after issue of Purchase order/LOA, shall remain valid during complete project duration (including AMC Period) plus three months. There is no need to submit the separate PBG for AMC.

4.A.3.4 Deleted

4.A.3.5 Quarterly payment for AMC Charges as per the Service Level Agreement (SLA) at the end of every quarter 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 Executive Director of the Region.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Form no. 3 (Chapter-6, Section-I). Any deviation /non acceptance will lead to **REJECTION** of the bid summarily.

4.A.4 Phase-wise Delivery/Implementation timelines

Milestones for Design, Supply, Installation and Commissioning from the date of issue of Letter of Acceptance (LOA) is tabulated as under.

Phase	Completion Target	Deliverable	Timeline in Months (M) (D= Date of issue of LOA)
I.	D & E Category Stations (This Timeline is	Submission of Initial Design documents for all stations after doing site survey.	D + 10 Days

	indicative).	Supply and Inspection plan along with destination(s) for delivery to RailTel	D + 15 Days
		Submission of Final Design Document for all stations after doing site surveys for approval and complete due diligence along with mobilization of equipment, materials etc. required.	D + 60 Days
II.	Completion of Installation, Testing and Commissioning of VSS at all stations. (This Timeline is binding on the Bidder).		D + 12 M

All timeline calculations are from the date of issue of LOA. Bidders need to share their detailed project plan as per the schedule mentioned above. Time is essence of the contract.

4.A.4.1 The first phase of deliverable also includes security verification as per Clause 8.3 (Chapter-8), Note, Point-iv.

4.A.4.2 In case the security verification is declared unsuccessful, either on the basis of delay in implementation and/or on the basis on inability to adhere to the functional and operational requirements of the System as stated in this RFP, RailTel will be within its right to take measures as detailed in Terms and Conditions of the Contract.

4.A.4.3 All spare items as mentioned in SOR shall be supplied before issuance of PAC for first cluster station of RPF Thana/Post (including station where RPF Thana/Post is located and stations being recorded at that particular RPF Thana/Post).

4.A.4.4 Bidder in all cases is required to adhere to the project timelines and the project plan shared. In case of delay in implementation and/or on the basis on inability to adhere to the functional and operational requirements of the System as stated in this RFP, RailTel will be within its right to take measures as detailed in Terms and Conditions of the Contract.

4.A.4.4 **RailTel Region's Details:**

SN	Region/Head Office	Address
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1	Northern Region/ New Delhi	Executive Director 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, New Delhi-110053 Fax: +91-11-22185978 Tel: +91-11- 22185933 Email: vijaylaxmi@railtelindia.com
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4.A.4.5 Project Preparation

- 4.A.4.5.1 The successful bidder shall submit a detailed implementation plan as per the project deliverables timelines before the commencement of the project.

4.A.4.6 Design and approval phase

- 4.A.4.6.1 The successful bidder shall conduct a detailed study of functional and technical requirements of the Video Surveillance System work to make the required system configuration and design modifications to its solution if required in order to achieve the desired functionality. However, the same must be tested, accepted and approved by RailTel/Railways.
- 4.A.4.6.2 Submission of Design Document for proposed IP based Video Surveillance System (VSS) indicating all the components of the Edge infrastructure of VSS system including Cameras, UPS, switches, etc. for RailTel/Railway's approval
- 4.A.4.7 Installation, Configuration and Customization

- 4.A.4.7.1 Installation and commissioning of software, hardware and equipment as per terms and condition of the tender.
- 4.A.4.7.2 Carry out all the customization/configuration activities as identified during Design phase by RailTel/Railway.
- 4.A.4.7.3 RailTel/Railways reserves the right to seek customization to meet its requirements.

4.A.5 Payment Terms

Note: It may be noted that bidder is permitted to quote only in Indian Rupees. Accordingly, all payments will be made in Indian Rupees only.

4.A.5.1 Payment Terms for Supply Items:

4.A.5.1.1 For supply items, payments will be made on the basis of cluster of stations covered under each RPF Thana/Post each separately for the material supplied in stages for various items supplied.

- a) 75% 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 subject to any deductions or recovery which RailTel may be entitled to make under the contract:
- 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
 - viii) Contractor's All Risk Insurance Policy (refer clause 4.A.10)
 - ix) Inspection certificate (refer clause 3.D.1/3.D.3)
 - x) A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification or RDSO inspection certificate wherever applicable.
- b) 15% payment of the value of items of Schedule – A shall be made by RailTel on issue of Provisional Acceptance Certificate (PAC) for concerned cluster station of RPF Thana/Post (including station where RPF/Thana/Post is located and stations being recorded at that particular RPF Thana/Post)
- c) 5% payment on issue of Final Acceptance Certificate (FAC) after deduction of penalty, if any, as per clause 4.A.2.4 and 4.A.8.
- d) Remaining 5% payment shall be made by RailTel on successful completion of Warranty Period after deduction of penalty, if any, as per clause 4.A.2.4 and 4.A.8.

- 4.A.5.1.1.1 15% 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 PAC of the last cluster of stations of RPF Thana/Post where site was available for CCTV at stations as per the decision of Executive Director/Regional General Manager of the region. 5% on issue of FAC and remaining 5% after completion of warranty period after deduction of penalty, if any, as per clause 4.A.2.4 and 4.A.8.

For spares 15% will be made after issue of PAC of the first cluster of stations of RPF Thana/Post for CCTV at stations, 5% on issue of FAC and remaining 5% payment after completion of warranty period.

4.A.5.2 Payment of Service Items:

- 4.A.5.2.1 90% payment of items (except those mentioned in paras below) shall be made **by respective Executive Director/Regional General Manager of the Region** on successful Installation, Testing and Commissioning of the stations/sites including at the concerned RPF Thana/Post of the cluster, 5% on issue of PAC and final 5% on issue of Final Acceptance Certificate.

- 4.A.5.2.2 Payment towards "Training of personnel over and above the on-site training during the installation, maintenance and supervision period as detailed in the tender document" shall be made **by respective Executive Director/Regional General Manager of the Region** on successful completion of specified trainings.

4.A.5.3 Payment of Services (Long Term Maintenance, AMC)

- 4.A.5.3.1 For VSS work at stations, Payment of due amount for SOR item towards "AMC/Long term maintenance Support" would be paid quarterly by the concerned Region after satisfactory completion of AMC Services of that quarter and on certificate furnished by concerned RailTel(RCIL)'s representative of the Region.

- 4.A.5.4 **All the invoices raised by the bidder will be raised in the name of M/s RailTel Corporation of India Limited and corresponding payments will be made by RailTel(RCIL).**

- 4.A.5.5 Accounting unit/bill passing unit for the supplies under SOR is Executive Director/RGM of the Region. Bills to be submitted to the authorized representative of Executive Director/RGM of the Region for certifying receipt of material & services, for passing for payment.

- 4.A.5.6 The breakup of taxes has to be furnished and same should be reflected in the bills so that input GST credit can be availed by RailTel(RCIL).

4.A.5.7 All invoices will be raised by the contractor state-wise as mentioned in BDS, Chapter-5.

4.A.6 Rolling Performance Bank Guarantee (R-PBG)

4.A.6.1 To ensure due performance of the contract, Rolling Performance Bank Guarantee (R-PBG) is to be obtained from the successful bidder after issue of LOA. R-PBG should be 3% of the LOA value (rounded off to the nearest higher Rs. 10) as specified in the bid documents. R-PBG may be furnished in the form of an account payee demand draft, fixed deposit receipt from a Scheduled Bank, bank guarantee issued/confirmed from any of the Scheduled Bank in India in an acceptable form, safeguarding the purchaser's interest in all respects.

4.A.6.2 R-PBG shall be furnished with-in 30 (thirty) days of issue of LOA and it should be valid for a period of three years initially and shall be renewed on annual basis. R-PBG shall remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Bidder including warranty and AMC obligations.

4.A.6.3 Successful tenderer is required to furnish R-PBG(as per Form no. 1, Chapter-6 of Section-I), the same should be submitted within 30 days of issue of LOA 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. This R-PBG should be from a Scheduled Bank and should cover Warranty and AMC period as per tender conditions.

The R-PBG will be forfeited and credited to the RailTel's Account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty and AMC under the contract. Return of R-PBG should be monitored by the senior officers and delays should be avoided.

4.A.6.4 The R-PBG will bear no interest.

4.A.6.5 **Verification of R-PBG** - A separate advice of the R-PBG will invariably be sent by the R-PBG issuing bank to the RailTel's Bank through SFMS and only after this the R-PBG 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 R-PBG issuing bank and request them to send advice of R-PBG through SFMS to the RailTel's Bank.

4.A.6.6 The onus is on the successful bidder to ensure submission of R-PBG for 36 months validity initially and annually afterwards as per clause 4.A.6.2 mentioned above and to ensure that R-PBG shall be renewed every time at least 30 days before the expiry of last R-PBG validity.

A live R-PBG is to be maintained at all times and in case of non-adherence, the last valid R-PBG will be forfeited and RailTel reserves the right to terminate the contract.

4.A.7 Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, CGST, SGST, IGST, UTGST etc. The Offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

- 4.A.7.1 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 4.A.7.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 4.A.7.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.A.7.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.A.7.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.A.7.6 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 4.A.7.7 In regards to works contract, the tenderer should have registration no. of GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LOA.
- 4.A.7.8 The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to 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.

4.A.7.9 Incase 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.

4.A.8 Service Level Agreement (SLA) and Penalties during AMC

4.A.8.1 The purpose of this Service Level Agreement (SLAs) is to define the level of service to be provided by the successful bidder to RailTel for the AMC period. The successful bidder has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of VSS System. Non-compliance of SLAs will lead to penalties as defined in subsequent sections.

4.A.8.2 Penalties shall not be levied on the successful bidder in the following cases:-

- a) Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the successful bidder and
- b) There's a Force Majeure event affecting the SLA which is beyond the control of the successful bidder.

4.A.8.3 Definitions

For the purposes of this SLA, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below:

- **“Uptime”** shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT& IT) will be calculated as:
$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Planned Downtime})]\} * 100$$
- **“Downtime/ Non-Availability”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of the bidder. For items being monitored/reported by EMS, downtime/non-availability will be reckoned from the time failure has been reported by EMS. For other item not being monitored/informed by EMS, down time/non-availability will be reckoned from the time contractor or his representative has been informed by the means of Telephone/mobile, fax, email or any other method at the address as specified by the contractor (whichever is earlier). The bidder shall specify the details of a) Telephone no. for calling, b) Fax no., c) Mobile no. for calling & SMS, d) e-mail id, e) postal address for correspondence. **Non-availability of back-up/stand-by system shall also be counted for down-time calculation.**

- **“Incident”** refers to any event / abnormalities in the functioning of the VSS System specified as part of the Scope of Work of the Bidder that may lead to disruption in normal operations of the VSS System.
- **“Helpdesk Support”** shall mean the L2 Support Engineer at Regional NOC (Provided by RailTel) which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- **“Resolution Time”** shall mean the time taken (after the incident has been reported at the helpdesk or EMS), in resolving (diagnosing, troubleshooting and fixing) the incident by making the service/component available to the user department.

4.A.8.4 Planned Downtime

Any planned application / System downtime would not be included in the calculation of application / System availability. However, the Successful Bidder should take at least 10 days prior approval from RailTel in writing for the planned outage, which should not be for more than 30 minutes, would be in lean period (non-movement period) and limited to max. 4 outages in a year. The bidder would ensure that the activities under the planned downtime are started only after getting the approval from the authorized representative of RailTel. In case activities are carried out without approval, the time period shall be considered as downtime under SLA.

4.A.8.5 Measurement of SLA

The SLA metrics specifies performance parameters as baseline performance, lower performance and breach conditions. All station wise SLA calculations will be done on monthly basis and penalties will be recovered on quarterly basis during AMC period. Payment to the successful bidder will be linked to the compliance with the SLA metrics.

For period pertaining to Pre-Implementation SLA- Please refer to Liquidated damages Clause at 4.A.11.

SLA Matrix for AMC period:

SN	SLA Parameter	Description/ Reporting	Target	Definition of Downtime	Monitoring Mechanism
1	Availability of Cameras & associated VSS hardware	Reporting per cluster of stations under RPF Thana/Post.	Uptime- 98% (System functional at least 98% of time measured on monthly basis for a 24x7x365 time period)	Shall include the service disruptions caused due to reasons including but not limited to camera failures, UPS failures, electricity circuit breakdown (excluding AC Mains outage) or data network break	Automated EMS Reports. In case EMS report is not available for the incident, down time/non-availability will be reckoned from the time contractor or his representative has been informed by the

SN	SLA Parameter	Description/ Reporting	Target	Definition of Downtime	Monitoring Mechanism
				down), Switches and UPS (24x7x365).	means of Telephone/mobile, fax, email or any other method at the address as specified by the contractor (whichever is earlier)
2	Log and Response to issue raised	Response to an incident call will include sending a notification to the person raising the call, either through email or on Phone/SMS, acknowledging the call and informing him/her of the expected resolution time for the call. The contractor is expected to log and respond to 98% of all the incident calls registered within the stipulated time frame of max. 60mins.	98% (Log and response in max. 60 minutes of min. 98% of incident raised)	Response to calls raised in more than 60 mins or non-response	Automated reporting tool from helpdesk

Note: Period for SLA calculation: Monthly

4.A.8.6 Penalty

Penalty table includes penalty that would be levied on the successful bidder on non-achievement of SLAs defined above. Slabs have been created for each SLA and penalty would be imposed on bidder as per the SLA achievement/non-achievement for the period under consideration. System downtime/Non availability will be calculated as per monitoring mechanism defined in SLA matrix.

- Annual Maintenance Charges shall be paid on quarterly basis at the end of the quarter, subject to the deduction for the down time mentioned below.
- SLAs will be monitored and reported through EMS on monthly basis to RailTel by the 5th working day of each month.
- Penalties shall be calculated and is to be deducted from the Annual Maintenance Charges on quarterly basis. Overall penalty in a quarter shall not exceed 15% of the due amount of the quarterly AMC work executed by the Bidder.

Penalty during AMC Period

SN	Penalty Description	
1	Availability of Cameras	Penalty to be charged on a quarterly basis of annual cost of AMC.
	Above or equal to 98%	No penalty
	Below 98% to more than or equal to 95%	5%
	Less than 95%	10%
2	Log and Response to issue raised	Penalty to be paid on a quarterly basis
	Above or equal to 98%	No penalty
	Below 98% to more than or equal to 95%	5%
	Less than 95%	10%

In addition to the above penalty for breach of the SLA parameters, no payment for the month would be made for the all stations under RPF Thana/Post where the down time observed would be more than 20% for Availability of cameras.

In case of frequent SLA breaches, RailTel reserve the right to forfeit the R-PBG submitted by the bidder.

The R-PBG submitted by the selected bidder after issue of LOA, shall remain valid during complete project duration including AMC Period plus three months. There is no need to take separate R-PBG for AMC.

4.A.9 Manpower Support

For VSS work at Railway Stations, bidder shall keep suitable no. of L1 Support engineer in Field (for RPF Thanas/Post) during Maintenance Supervision, Warranty and Long-term Maintenance (AMC) period. The Field engineer will visit the total installation sites once in every month or earlier if the situation so warrants with the provision that monthly/quarterly reports of the failures and health of the equipment is generated from the NMS and submitted to the Purchaser. Additional manpower, if considered necessary shall be provided by contractor to stabilize the network. The bidder shall arrange the suitable replacement in case the assigned support engineer goes on leave or is unavailable due to any other reason to ensure uninterrupted support services.

4.A.10 Insurance

4.A.10.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the con

tractor in or around the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of

Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires, in his name.

4.A.10.1.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of PAC by RailTel (RCIL). Insurance policy has to be kept valid by the contractor till issue of PAC by RailTel (RCIL).

4.A.10.2 The Contractor should also insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act inforce from time to time.

4.A.10.3 It may be noted that the beneficiary of the insurance policy should be RailTel (RCIL) or the policies should be pledged in favor of RailTel(RCIL). The contractor shall keep the policy/policies current till the equipment are installed and commissioned on the site. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

4.A.11 Liquidated Damages

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order/LOA for any reason whatsoever attributed to failure of bidder. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

4.A.12 Transportation

4.A.12.1 The rates quoted should be CIP destination. The destination shall be defined Station/POP/designated place of RailTel/Railways in the proposed sections/zone which shall be indicated by RailTel's representative.

4.A.12.2 It shall be the responsibility of Bidder to transport the equipment to site for the Installation & Commissioning. Materials not installed / not to be installed at one location need to be shipped from that location to another location by the bidder as may be decided by RGM/Executive Director of the Region. All transportation cost to be borne by the bidder.

4.A.13 Statutory Deduction

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

4.A.14 Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria may liable to be **REJECTED**. Bids from the consortia of tenderers and Joint Ventures meeting the below defined Qualification criteria would also be considered for award of work.

In case bidder has submitted the CA certificate or statutory auditor certificate against eligibility clause, contact details of CA or statutory auditor along with UDIN No. shall be mandatorily mentioned.

4.A.14.1 Eligibility Criteria Requirements for Bidders:

SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	EMD	The responding bidder should have deposited EMD on IREPS Portal.	Scanned copy of EMD submitted on IREPS portal is to be submitted along with the bid.
2.	Legal Entity	The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years. Note: - In case of Consortium/JV, requirement shall be met by the lead bidder.	Bidder (Lead member in case of Consortium/JV) – (i) Certificate of Incorporation / Registration (ii) Memorandum of Association (MoA)
3.	Financial Capability	The bidder should have minimum cumulative turnover as mentioned in BDS (Chapter-5, Section-I) in the last three financial years plus current financial year upto the date of opening of tender. Note: i) In case of Consortium/JV, each member's relevant turnover (as defined in Clause 4.A.15 of Chapter-4A) combined together shall be considered against the above	Bidder should provide (i) Audited Balance Sheets / annual reports as documentary evidence. In case of photocopy of Audited Balance Sheet/P&L the same should be certified by Chartered Accountant as true copy. (ii) For current year, the Statutory Auditor's

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SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		mentioned financial capability criteria. ii) For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of minimum cumulative contract amount as mentioned in BDS (Chapter-5, Section-I) is required.	certificate for turnover of current year up to the date of bid opening for which Balance Sheet/P&L may not be available. Contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance sheet/Certificate.
4.	Technical Capability	The Bidder must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works# each costing not less than the amount equal as mentioned in BDS (Chapter-5, Section-I), or Two similar works# each costing not less than the amount as mentioned in BDS (Chapter-5, Section-I), or One similar work# each costing not less than the amount as mentioned in BDS (Chapter-5, Section-I). For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender: Single order of similar work# for an	(i) Completion certificates from the User Organizations is required to be submitted In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause. (ii) Past Experience Form as per Form No.12 of Chapter-6 (Section-I). (The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)

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SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		amount as mentioned in BDS (Chapter-5, Section-I) OR Two orders of similar work# for an amount as mentioned in BDS (Chapter-5, Section-I) OR Three orders of similar work# for an amount as mentioned in BDS (Chapter-5, Section-I) Note: In case of Consortium/JV, only Lead bidder experience shall be considered against the above-mentioned criteria of similar work experience. Completed work means, work should be physically completed or substantially completed. In addition to project value for single work order, Annual Maintenance Contract (AMC) amount for the completed period as on date of opening will also be counted in the value of completed work. Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per	

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SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		annum, calculated from the date of completion to the date of Bid opening. # Similar Work: Works entailing completion of Supply, Installation, Testing and Commissioning of a project in the field of CCTV/VSS/Security Surveillance/IT/ICT/Telecom for any Government department or Public Sector Units or public listed companies (as per note below). Note: Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.	
5.	Undertaking to be Submitted by the Bidder	A. The bidder (in case of consortium/JV, all members) should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons. B. The bidder shall ensure that the Intellectual Property Rights of Hardware and Source Code of Software supplied under this project must not reside in any Country that shares a Land Border with India.	Point-A, B of Form no. 8 (Chapter-6) - To be signed by the Bidder (in case of consortium/JV, all members on their respective letter heads).
6.	Bidder Type	A. The bidder should be OEM or a System Integrator authorized	(i) Point-A of Form no. 7 (Chapter-6) -

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SN	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		by OEMs for supply of licenses/commercial support, solution implementation and maintenance support under warranty/AMC/commercial support, for the following products: (i) Camera, (ii) Switches, (iii) UPS B. Hardware and Software supplied by OEM should not have any malicious code (Point-D of form no. 8).	MAF/Authorization Letter by OEM. (ii) Form no. 3 (Chapter-6) – Bidder as well as OEM undertaking for Long Term Maintenance Support. (iii) Point-D of Form no. 8 (Chapter-6) – Bidder undertaking for no Malicious Code.
7.	Financial Capability	As per clause no. 3 (b) of the PPP-MII Order dated 16.09.2020, only bidders offering minimum 20% of local content of supply portion of their offered bid (Class-I Local suppliers/bidders-minimum 50% LC and Class-II Local Suppliers/bidders-minimum 20% LC as per PPP-MII Order) are eligible to participate in this tender. Bid of bidders offering less than 20% local content of supply portion of their offered bid will be <u>SUMMARILY REJECTED</u>.	Form no. 13 (Chapter-6) - Certificate by statutory auditor or cost auditor of the company. Contact details of Statutory auditor or cost auditor along with UDIN No. shall be mandatorily mentioned.

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

Note:

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

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month

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

[Explanation for clause - Eligibility Criteria]:

1. In case a contract is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
2. If a contract is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such contract shall be considered for fulfillment of credentials.
3. If a part or a component of contract is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
4. In case a contract is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of contract.
6. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
12. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.

4.A.14.2 Eligibility Criteria Requirements for OEM's:

OEMs of **Camera, Switches & UPS (unless and until specifically mentioned)** whose products are proposed to be used in this video surveillance system deployment should meet following criteria—

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	The Equipment offered by the OEM or equipment/software of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers/ Public Listed Company	Satisfactory Working certificate from End User clearly mentioning the make & model number of the offered Hardware. An undertaking by the OEM has to be submitted in support, in case issued

SN	Eligibility Criteria Requirements	Supporting Document Required
	for at least 12 months as on date of opening of tender, in India or Abroad. Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.	satisfactory working certificate is the immediate predecessor of same series/family of the offered Hardware.
2.	OEM should have supplied the equipment offered or equipment/software of the same series/family at least of the value {as mentioned in BDS (Chapter-5, Section-I)} during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening date of bid to Government/PSUs /Telecom Service Providers / Public Listed Company in India or Abroad. Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated /registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been	OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of purchaser Organization - Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The self-certificate by OEM shall mention that the supplied equipments/software are of same series/family or its immediate predecessor. RailTel reserves the right to verify PO reference and amount supplied from Purchaser Organization. POs issued in the name of System Integrator are also acceptable. For required amount {as mentioned in BDS (Chapter-5, Section-I)}, multiple POs in favour of OEM's System Integrators are also acceptable.

SN	Eligibility Criteria Requirements	Supporting Document Required
	issued by a person authorized by the Public listed company to issue such certificates. Note: For Startups*(recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.	
3.	Undertaking by OEM on their respective letter Heads - 1. OEM should have proven facilities for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training, repair and service center facilities in India also (Point-B of form no. 7). 2. OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-C of form no. 7). 3. Hardware and Software supplied by OEM should not have any malicious code (Point-D of form no. 7). 4. The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land	Point- B, C, D & E of Form no. 7 (Chapter-6).

SN	Eligibility Criteria Requirements	Supporting Document Required
	Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India. Note: OEM's from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT as per Clause 4.A.18.6. (Point-E of form no. 7)	

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

4.A.14.3 Eligibility Credentials and Verification

- 4.A.14.3.1 The bidder is required to submit purchase order and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.
- 4.A.14.3.2 For client credentials where NDA has been signed, the bidder may submit the corresponding NDA document along with a self-declaration confirming the requirements of the eligibility criteria for which the NDA is being submitted.
- 4.A.14.3.3 The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form no. 4 (Chapter-6, Section-I). **NON SUBMISSION OF AN AFFIDAVIT BY THE BIDDER SHALL RESULT IN SUMMARY REJECTION OF HIS/THEIR BID.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel (RCIL) shall not relieve the bidder of its

obligations or liabilities hereunder nor will it affect any rights of the railway there under.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.

4.A.14.3.4 For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy/ One of the board of directors of the lead bidder/ consortium member shall be submitted along with bid document.

4.A.14.3.5 In the event of Foreign Original Equipment Manufacturer (OEM), it's Indian Subsidiary fully authorized for bidding on behalf of OEM is allowed to participate with the experience and financial credential of parent company with specific authorization for doing so from the OEM. The specific authorization addressed to RailTel should be submitted by the bidder.

4.A.14.4 RailTel Reserves the right:

- (i) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
- (ii) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.
- (iii) To carry out capability assessment of the bidder(s) including referral to in-house information.
- (iv) RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to **ACCEPT/REJECT** any or all tenders without assigning any reason. To ask the clarification and supporting documents in respect to submitted eligibility documents.

4.A.15 Consortium Bids

4.A.15.1 In view of nature of work, it is anticipated that some of the intending tenderers will pool their resources and experience to form consortia. Consortium bids are permitted with each consortia of tenderers allowed to have at maximum three members, the consortia of tenderers must clearly define the lead bidder of the consortia along with its roles and responsibilities.

4.A.15.2 The Lead bidder should meet the eligibility criteria. In their own interest the tenderers who form such a consortia are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of Constituting partners.

- 4.A.15.3 Consortia of tenderers, if any, must clearly define role/scope of store/work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the contractor and will be responsible for timely completion of work as also during execution of work, if awarded, coordinate with Purchaser on behalf of the consortium, receive payments for the works executed and be liable for due performance of the contract in all respect.
- 4.A.15.4 Qualification documents, details etc. must however, be provided for each member firm complete in all respects strictly in requisite proforma.
- 4.A.15.5 A consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by consortium to take advantage of certain developments during evaluation stage will render the bid liable to be **REJECTED**. As all details are required to be furnished along with the bids and will be critically examined during evaluation of bids, it is imperative that such details should have been thoroughly examined as a safeguard against a possible disqualification of bids on these grounds.
- 4.A.15.6 All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
- 4.A.15.7 Deleted.
- 4.A.15.8 For evaluation purposes, Exchange rate applicable on the date of technical bid opening (T.T. selling Exchange rate of State Bank of India applicable on the date technical bid opening) will be considered.
- 4.A.15.9 Release of payments in foreign exchange for imported items to foreign companies as A consortium partner, shall be on request of lead bidder along with bill.
- 4.A.15.10 Consortium shall not have more than three members and each consortium member shall have minimum 20% contribution in the work. A Consortium must submit a Power of Attorney by the other member of the Consortium in favor of the Lead Member. This is also to be enshrined in Memorandum of Agreement signed by the Consortium Members and submitted along with the bid. Members of consortium should sign every sheet of price bid as a token of acceptance of all quoted prices by members, failing which the offer will stand summarily **REJECTED**.
- 4.A.15.11 An individual bidder or a member of Consortium cannot be a member of another Consortium or a JV partner and participate in this tender.
- 4.A.15.12 Firms should submit the affidavit (As per Form no. 9 of Chapter-6, Section-I) & Consortium Agreement (As per Form no. 11 of Chapter-6, Section-I) along with the bid/offer.
- 4.A.15.13 Each consortium member shall make equal contribution towards the total R-PBG amount to be submitted along with acceptance of LOA.

4.A.15.14 Conditions for Participation of Joint Venture (JV) Firms

- 4.A.15.14.1 Separate identity/name shall be given to the Joint Venture.
- 4.A.15.14.2 Number of members in a JV shall not be more than five. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 4.A.15.14.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 4.A.15.14.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 4.A.15.14.5 Earnest Money Deposit (EMD) shall be deposited by lead bidder of JV through e-payment gateway as mentioned in Clause 4.A.22 of tender document.
- 4.A.15.14.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU(Form No. 10).
- 4.A.15.14.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 4.A.15.14.8 Approval for change of constitution of JV shall be at the sole discretion of the RailTel. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 4.A.15.14.8 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 4.A.15.14.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in

the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

4.A.15.14.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the RailTel before signing the contract agreement for the contract. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated RailTel shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

- a) Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the RailTel for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.
- b) Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- c) Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

4.A.15.14.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

4.A.15.14.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the RailTel in respect of the said tender/contract.

4.A.15.14.14 Documents to be enclosed by the JV along with the tender:

- a) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - i) A notarized copy of the Partnership Deed,
 - ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

- iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- b) In case one or more members is/are HUF, the following documents shall be enclosed:
 - i) A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of „Karta“ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- c) In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - iii) A copy of Certificate of Incorporation
 - iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company
- d) All the Members of JV shall certify that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- e) All other documents in terms of explanatory notes in clause 4.A.15.14 above.
- f) Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

4.A.15.14.15 Technical Eligibility Criteria (‘a’ or ‘b’ mentioned hereunder):

- (a) For Contracts without composite components

The technical eligibility for the contract as per para 4.A.14.1 above, shall be satisfied by either the ‘JV in its own name & style’ or ‘any member having min 26% share’. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

- (b) For Contracts with composite components

- (i) The technical eligibility for major component of contract as per para 4.A.14.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of contract as per para 5.4.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of contract. i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of contract.

(Note for Clause 4.A.15.14.15:

- (a) The Major component of the contract for this purpose shall be the component of contract having highest value. In cases where value of two or more component of contract is same, any one work can be classified as Major component of contract.
- (b) Value of a completed contract done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration).

4.A.15.14.16 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 4.A.14.1 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 4.A.15.14.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

(Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration).

4.A.15.14.17 Participation of Partnership Firms in contracts:

- i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- i) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

- ii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- iii) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from RailTel and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the RailTel and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.
- If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be **REJECTED** and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform RailTel beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.
- iv) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- v) The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway as mentioned in Clause 4.A.22 of tender document.
- vi) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.
- vii) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

- viii) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- ix) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the RailTel for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.

Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of RailTel, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the RailTel.

- x) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

A notarized copy of partnership deed: A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

- (i) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (ii) All other documents in terms of explanatory notes in clause 4.A.14.1 above.
- xi) Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 4.A.14.1 above.

4.A.15.15 Foreign Exchange & Custom Clearance

Deleted

4.A.16 System Performance Guarantee

4.A.16.1. The Bidder shall give unqualified and unconditional guarantee that when the equipment/material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall further strengthen the system to realize the end objectives with full compliance of the specifications contained in these documents and inform RailTel. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

4.A.16.2. This certificate in the Performa given in Chapter-6 (Section-I) Form No. 2, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall **DISQUALIFY** the bidder automatically.

4.A.16.3 The OEM has also to give unqualified and unconditional guarantee that when the Hardware/Software supplied by him is installed and commissioned at site, it shall achieve the desired objective mentioned in the Tender document. The certificate in the Performa given in Chapter-6 (Section-I) Form No. 2.

4.A.17 Evaluation of Offer

4.A.17.1 During evaluation of offer, if required RailTel may ask clarification from the bidder. However, post tender clarification for any new item not submitted with the bid should be avoided.

4.A.17.2 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.

4.A.17.3 The bidder 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.

4.A.17.4 The bidders should quote for all items & the offer will be evaluated in totality (read with clause 4.A.3.2). The bidders should indicate brand name, type/model number of the products offered. Optional items (if any) will not be considered for evaluation of offers. The equipment and software should be supplied as per Technical Specifications given in Chapter-8.

- 4.A.17.5 Inter se position of the offers will be determined on total cost which will include basic rate, custom duty, CGST, SGST, IGST, UTGST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable, on reverse charge by RailTel.
- 4.A.17.6 After opening of Price Bid, Reverse Auction (RA) will be applicable as per clause 4.B.9.1.1 of tender document.
- 4.A.17.7 Eligible Bidders who have fulfilled the eligibility criteria as detailed in Clause 4.A.45 and are within 20% of L1 price, will be added to the list of bidders eligible for eRA.
- 4.A.17.8 Further after eRA, if reduced price of PMA bidder(s) is within 20% of revised L1 price received after eRA, PMA bidder(s) will be considered for award of work under PMA in terms of Clause 4.A.45 of tender document.
- 4.A.18 Security Considerations & Security Agreement**
- 4.A.18.1 The system shall become integral part of RailTel's network, which already serving the requirement of NIC for National Knowledge Network and further requirement of defence and other strategic sectors of government. Accordingly, while evaluating the tender, regards would be paid to National Defence and Security considerations indicated by these key customers.
- 4.A.18.2 The directives issued from time to time by the Department of Telecommunications(DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender.
- 4.A.18.3 To ensure security and network vulnerabilities & breaches and to discourage false undertaking from OEMs, Security auditing and testing shall be carried out from STQC (Ministry of Electronics & Information Technology) or any other Government Agency from the list of CERT-In empanelled Information Security Auditing Organization agencies as mentioned in Clause 4.A.47 of Chapter-4A (Section-I) and Clause 8.3, Chapter-8 (Section-I), Note, Point-iv.
- 4.A.18.4 In case any security breach is found in the system at any stage, the contract shall be terminated and R-PBG shall be forfeited and the banning/blacklisting of the bidder and the concerned OEM will be initiated.
- 4.A.18.5 Deleted.
- 4.A.18.6 **Additional guidelines issued by Ministry of Finance through OM no. 6/18/2019-PPD dated 23.07.2020.**

- 4.A.18.6.1 Relevant guidelines have been given below and in case of contradiction with any condition of this tender document, guidelines issued by Ministry of Finance vide above mentioned OM (including any addendum/corrigendum issued by MoF and any other relevant guidelines pertaining to the subject issued by GoI) shall prevail:
1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
 2. “Bidder” (including the term ‘tendered’, ‘consultant’, ‘service provider’ or ‘OEM’ in certain contexts) means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 3. “Bidder from a country which shares a land border with India” for the purpose of this Order means:
 - i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An Indian (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 4. Subcontractor for the purpose of this order means:
 - i) An entity engaged by the bidder for execution of work or part of work; or
 - ii) An entity engaged by any Subcontractor for execution of work or part of work; or
 - iii) An entity engaged by OEM for supply of part of material used in manufacturing of supplied item under VSS Project.
 5. The beneficial owner for the purpose of (iii) above will be as under:
 - I. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

“Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- II. In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- IV. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent Authority i.e. DPIIT.

4.A.18.6.2 Undertaking regarding such clause need to submit in the format given below:

- i) Certificate to be provided by Tenderer/OEMs on their letter heads:

“I have read the clause regarding restrictions on procurement from a bidder/OEMs of a country which shares a land border with India; I certify that this bidder/OEM is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

- ii) Certificate for Tenderer for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder/OEM of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/OEM is not from such a country or, if

from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

4.A.18.6.3 The said instructions will not apply to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs.

4.A.18.6.4 Any discrepancy between above mentioned clause and guidelines issued from Public Procurement Division of Department of Expenditure under Ministry of Finance vide letter no. F. No. 6/18/2019-PPD dt. 23.07.2020 later will be applicable.

4.A.19 Purchaser’s Right to Vary Quantities

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in Bid Data Sheet (BDS) Chapter-5 (Section-I) without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order/LOA.

4.A.20 Purchaser’s Right to accept any offer / Bid and to REJECT any or all offer/ Bid

4.A.20.1 The Purchaser reserves the right to ACCEPT or REJECT any offer / bid, and to annul the bidding process and REJECT all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser’s action.

4.A.21. 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 & other dues payable to the Contractor under this contract 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.

4.A.22 Earnest Money Deposit (EMD)/Bid Security

4.A.22.1 The tenderer (or lead bidder in case of Consortium/JV) shall furnish amount mentioned in Bid Data Sheet (BDS) Chapter 5 as Earnest Money Deposit (EMD)/Bid Security online through IREPS tendering Portal only.

- 4.A.22.2 The EMD may be forfeited if a bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA or fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.6.
- 4.A.22.3 Offers not accompanied with EMD shall be summarily rejected.
- 4.A.22.4 EMD of the unsuccessful bidder will be returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 4.A.22.5 The successful bidder's EMD will be refunded upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with clause 4.A.6.
- 4.A.22.6 Earnest Money will bear no interest.
- 4.A.23 For Micro and Small Enterprises (MSEs)**
- 4.A.23.1 Eligible MSEs (registered for the tendered items) are exempted from cost of tender document. However, MSEs are required to meet the eligibility criteria as specified in tender clause 4.A.14.1 and 4.A.14.2 above as the case may be. **Further, the subject work being a works contract having scope of integrating various IT products and applications, the purchase preference criteria for MSME will also be not applicable in the tender.**
- 4.A.23.2 MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 4.A.23.3 The MSEs must also indicate the terminal validity date of their registration.
- 4.A.23.4 Failing 4.A.23.1 and 4.A.23.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- 4.A.24 Rate Contract**
- 4.A.24.1 RailTel would also enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement as per items covered in Schedule of requirements (SOR) as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of PAC of the first Station/RPF Post/Thana/Post and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract or Variation PO, whichever is lesser. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for items detailed in SOR, as per

requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the main contract value, however, there is no guaranteed off take against this Rate Contract.

Note: The supplier shall have to implement the items against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (R-PBG) within 30 days of the issue of such Sub Purchase orders @ 3% of the value (rounded off to nearest Ten of rupees) of the Sub PO as per performa given in Chapter-6(Section-I), Form No.1. The R-PBG submitted against Sub PO is for the satisfactory performance of materials/software and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document (including AMC period) will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the R-PBG should also be extended appropriately. Terms and condition for submission of R-PBG shall be as per clause 4.A.6. The R-PBG submitted against SPO's issued under Rate Contract will be released after successful completion of warranty obligations. AMC for items under Rate Contract will be as per same Terms and Conditions as mentioned in the clause 4.A.3. AMC rates for items under Rate Contract will be at same percentage as finalized in the main contract.

4.A.24.3 **Payment Conditions against Rate Contract**

The payment conditions against Rate Contract will be as under:

- 4.A.24.3.1 75% of the payment at the time of delivery;
- 4.A.24.3.2 Additional 15% of the payment at the time of delivery, if installation is not included in LOA. In case installation is included, the terms will remain same as in clause 4.A.5 of Chapter-4(Section-I).
- 4.A.24.3.3 Additional 5% of the payment after one year from the date of delivery, if supervision of installation is not included in LOA. In case installation is included, the terms will remain same as in clause 4.A.5 of Chapter-4(Section-I).
- 4.A.24.3.4 5% of the payment after expiry of three year from the date of delivery, if installation is not included in LOA. In case installation is included, the terms will remain same as in clause 5 of this Chapter-4.
- 4.A.24.3.5 In case installation is not included, warranty of the supplied item will be 3 years from the date of delivery of material. In case installation is included, warranty of the material will be as per Clause 4.A.2.

4.A.25 **Offer/ Bid Prices**

- 4.A.25.1 The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price

need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter-2(Section-I). The price shall be quoted in Indian Rupees only.

4.A.25.2 The break-up of price of each item of SOR in terms of basic Unit price, GST/CGST/IGST, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder shall be quoted in the SOR Chapter-2(Section-I). Bidder has to quote all-inclusive rates (with tax break-up).

4.A.25.3 Deleted

4.A.26 NIL Deviation Compliance

4.A.26.1 Bidder is required to submit the “**NIL Deviation compliance undertaking**” for all the terms and conditions of tender including all corrigenda and RDSO specification version-6 or latest shall be enclosed with the offer as per proforma given in Form no. 6 (Chapter-6).

4.A.27 Inspection

4.A.27.1 RDSO specifications are to be followed for the items for which the specifications have been defined by RDSO in the latest version available on the RDSO Website. Any change in the specifications may be noted from website and will be followed. For the items which are not in the RDSO specifications shall be inspected by RailTel as under:

4.A.27.2 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / bidder's works by RailTel's authorized representative. At least part of the material should be offered for inspection within 30 days of issue of confirmed LOA. Traveling, lodging & boarding expenses of RailTel's representative shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ bidder, free of cost.

4.A.27.3 Along with inspection call, the Bidder/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.

4.A.27.4 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/bidder. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ bidder's account.

4.A.28 Force Majeure

4.A.28.1 If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the

parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

- 4.A.28.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.29 Settlement of Disputes/Arbitration

- 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.
- 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.
- 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 pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.A.30 Governing Laws

The LOA shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

4.A.30.1 Indemnity by Contractors

The Contract shall indemnify and save harmless the RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.A.31 Termination for Default

4.A.31.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part.

- a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract; and
- c) If the bidder, 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.

4.A.32 Risk & Cost

If the contractor fails to deliver the equipment or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the LOA/contract in whole or in part, the Purchaser may proceed to purchase, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered at no risk and cost to contractor. However, Rolling Performance Bank Guarantee shall be encashed. The failed bidder shall not be permitted to take part in the tender for balance work.

The Maximum Liability of bidder to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

4.A.33 Termination for Insolvency

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

4.A.34 Rates During Negotiation

The purchaser may call the successful bidder for the negotiation for reducing the rates. During negotiation the bidder/s shall not increase his/their quoted rates including payment terms in case the RailTel 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 bidder/s.

4.A.35 Pre-Bid Clarification Requests

It is solicited that the written queries/ clarifications may be sent to the RailTel's office latest by date as indicated in the Bid Data sheet (BDS, Chapter-5, (Section-I) through e-mail in (Excel format) as mentioned in BDS (Chapter-5). All relevant clarifications sought will be addressed during the pre-bid meeting scheduled as per BDS (Chapter-5). The clarification should be submitted in the below given format:

SN	Page No	Chapter No.	Tender Clause No.	Point number of Clause, if any	Bidders Query	Justification/ Reason
1						
2						

4.A.36 Submission of Offer (Online Tendering)

- 4.A.36.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.
- 4.A.36.2 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be **REJECTED**.
- 4.A.36.3 **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be **REJECTED**. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.
- 4.A.36.4 The tenderer shall submit his bid online using the e-Procurement Portal <https://IREPS.gov.in>. For detailed instructions please refer to IREPS Portal.

4.A.36.5 The offer shall be submitted in two packet. Both Bids, Credential Bid (Techno-Commercial Bid) & Price Bid shall be submitted online using the e-Procurement Portal <https://IREPS.gov.in>. The bid shall consist of following documents as mentioned in Checklist of **Chapter-9**.

4.A.37 Constitution of Firm and power of Attorney

4.A.37.1 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.
- (c) 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.

4.A.37.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

4.A.37.3 The RailTel will not be bound by Power of Attorney granted by the bidder or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

4.A.37.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

4.A.37.5 Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.

4.A.38 Opening of Tender

4.A.38.1 Bidder's Credential Bid (Part-I) will be opened on specified date & time as mentioned in BDS Chapter-5(Section-I) of the tender

4.A.38.2 After scrutinizing Credential Bid, "Price Bid (Part- II)" will be opened on a time and date to be informed separately to those bidders who qualify in "Credential Bid (Part-I)" as per qualifying criteria laid down in Clause 4.A.14 of this Chapter-4 (Section-I).

4.A.38.3 Price Bid (part-II) envelopes of those bidders who are not found to meet tender conditions will not be opened.

4.A.39 Non-Transferability & Non-Refundability

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

4.A.40 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.

4.A.41 Wrong Information by bidder

If the Bidder/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel(RCIL) reserves the right to **REJECT** such bidder at any stage.

4.A.42 Limitation of Liability:

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

4.A.42.1 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

4.A.42.2 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.

4.A.43 Mandatory Updation of Labour Data on Railway's ShramikkalyanPortal

4.A.43.1 Contractor is to abide by the provisions of Payment of Wages Act & act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyam.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this

portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

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

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

4.A.44 Integrity Pact Program

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, prefab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

- a) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. GM/NTP, RailTel.

Name of IEMs and contact details:

1. Shri. Vinit Kumar Jayaswal, E-Mail: gkvinit@gmail.com
2. Shri. Punati Sridhar, E-mail: poonatis@gmail.com

Name & contact details of Nodal Officer (IP) in RailTel:

GM/NTP

RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: pawaria@railtel.in

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted online by all the Bidders duly signed in all pages along with the Bid. Tender received online without signed copy of the Integrity Pact document along with the technical bid documents will be liable to be **REJECTED**. Proforma for signing the Integrity Pact is available in Chapter-6 (Section-I) of this tender document (Form No. 5). Original copies are needed to be submitted by the successful bidder before issuance of LOA as per Clause 4.B.3, Point (b) of Chapter-4B.
- f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders before issuance of LOA to the successful bidder. If the Bidders representative is not present during the issuance of LOA, the 2nd copy shall be sent to the bidder by post/courier.
- g) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.

4.A.45 Preference to Domestic Manufacturers

The provisions of the revised “Public Procurement (Preference to Make in India), Order 2017”, dated 16.09.2020 (and subsequent amendments, if any, till opening of the tender) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. The criteria for Capability (verifiable evidence that they have manufacturing capability to manufacture the specified quantity and supply the same within stipulated time period), Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

Bidders seeking Purchase preference for this tender shall submit the documents/ declarations etc. as per latest DIPP guidelines and the applicable/associated latest letters if any till date of opening of the bid.

The necessary documentation for items being declared to be Local shall be as per the stipulated guidelines as laid down in above mentioned policy letters and to be signed by the Bidder's Statutory Auditor/Cost Auditor as per **Form no. 13 (Chapter-6)**.

- 4.A.45.1 As per clause no. 3 (b) of the PPP-MII Order dated 16.09.2020, only bidders offering minimum 20% of local content of supply portion of their offered bid (Class-I Local suppliers/bidders - minimum 50% LC and Class-II Local Suppliers/bidders - minimum 20% LC as per PPP-MII Order) are eligible to participate in this tender. Bid of bidders offering less than 20% local content of supply portion of their offered bid will be SUMMARILY REJECTED.

As per DPIIT's OM dated 4th March 2021, services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. can't be claimed as local value addition.

- 4.A.45.2 The margin of purchase preference shall be 20% and shall be given to 'Class-I local suppliers/bidders'. 'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local suppliers/bidders may be above the L1 (Class-II local suppliers/bidders) for the purpose of purchase preference.

- 4.A.45.3 Since value of procurement under this tender is more than ₹ 10 Cr, Class-I & Class-II local suppliers/bidders are required to provide a certificate (with UDIN number) from the statutory auditor or cost auditor of the company giving percentage of local content of all scheduled supply items. Certificate as per **Form-13 (Chapter-6)** issued by statutory auditor or cost auditor of the company on their letter head to be submitted along with the technical bid.

The certificate shall not mention any unit price or total amount quoted by the bidder. Any mention of price or quoted amount will lead to SUMMARILY REJECTION of the bid. In case of non-submission of above-mentioned undertaking/certificate with technical bid documents, RailTel reserves the right to reject the bid.

- 4.A.45.4 In price bid, the bidder shall submit price Break-up of “Local Content” and “Imported Content” for each SOR item issued by statutory auditor or cost auditor of the company on their letter head (with UDIN No.) as per DPIIT’s PMI Policy and its clarifications and same shall be uploaded by the bidders along with their price bid in the e-procurement portal.
- 4.A.45.5 If after opening of price bid, lowest bid is of Class-II local supplier/bidder the eligible (techno-commercially qualified) Class-I local supplier(s)/bidder(s) shall be granted a purchase preference of 20% i.e., where their evaluated price bid is within 20% of the evaluated lowest price bid of Class-II local supplier/bidder. Such eligible Class-I local bidders, to whom purchase preference of 20% has been granted, will be allowed to participate in eRA irrespective of the selection criteria for eRA mentioned in Clause no. 4.B.9.1.6.
- However, if after opening of price bid, lowest bid is of Class-I Bidder then bidders for eRA will be selected as selection criteria mentioned in Clause no. 4.B.9.1.6. After completion of eRA process, RailTel’s reserve the right to negotiate price with the eligible lowest bidder.
- 4.A.45.7 After completion of e-RA process as detailed in Clause 4.B.9.1.12, if L1 is a Class-I bidder then the contract will be awarded to L1. If L1 is a Class-II bidder then only those Class-I bidders, whose bids after completion of e-RA are within 20% of the Class-II L1’s bid, would be allowed an opportunity to match L1’s bid as detailed in Para 3A(c) of DPIIT’s PMI Policy dated 16-09-2021. All the such eligible Class-I bidders shall be asked to submit their confirmation to match their price in sealed envelopes as per PMI Policy. Envelopes of the bidders shall be opened and award for the complete tender shall be made to the lowest evaluated TA/CA (Techno-Commercial Acceptable) bidder among the eligible Class-I bidders. In case the lowest eligible Class-I bidder fails to match L1 price, the offer of next eligible Class-I bidder in sealed envelope will be checked and so on. In case none of the eligible Class-I bidders matches the Class-II bidder’s L1 bid, complete contract will be awarded to the Class-II bidder holding L1 price.
- 4.A.45.8 For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified in Para 2 of the policy document notified by DIPP vide letter No. P-45021/2/2017-B.E.-II dated 16.09.2020.
- 4.A.45.9 The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.
- 4.A.45.10 Sanctions**
- 4.A.45.10.1 RailTel shall impose sanction of bidder/successful bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.

4.A.45.10.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

4.A.45.10.3 If the bidder does not fulfill the obligation after the expiration of the period specified in such warning. RailTel shall initiate action for blacklisting such bidder/successful bidder.

4.A.46 The Network for customers

The VSS Network is being provided primarily to meet the requirements of Ministry of Women & Child Development. Accordingly, the VSS network shall take into consideration the National Security requirements and National Security aspects.

4.A.47 Deleted

4.A.48 Make in India

The bidder may set up his manufacturing unit in India to the extent possible through a subsidiary or under license or through transfer of technology to any local manufacturer permitted by the purchaser. The bidder may indicate such tie ups for manufacturing in India if an arrangement is already in place.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (including revision issued on and 16.09.2020 subsequent amendments issued till opening of tender, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. The eligibility criteria as mentioned in clause 4.A.14.2 shall be applicable to local manufacturers/OEMs also.

4.A.49 Contract Agreement

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

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

- i) This tender document/RFP and all the issued addendum/ corrigendum.

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

4.A.50 Damage to Railway/RailTel Property or Private Life and Property:

The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway/RailTel or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway/RailTel, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway/RailTel shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/RailTel may incur in reference thereto, shall be charged to the Contractor. The Railway/RailTel shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

SECTION-I
CHAPTER-4

B. INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for e-Tendering.

4.B.1 Order of Priority of Contract Documents:

The documents forming this Tender document are to be taken as mutually explanatory of each other. For purpose of interpretation, the precedence and priority of the documents shall be in the following sequence:

- 1) Agreement (applicable after signing)
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Bid Data Sheet
- 5) Schedule of Requirements
- 6) Instructions to the Bidders
- 7) Annexure/Appendix to Tender
- 8) Form of Bid
- 9) Commercial Terms and Conditions of the Contract
- 10) Technical Specifications
- 11) Relevant Codes and Standards
- 12) Drawings

Note: If any ambiguity or discrepancies is found in the Tender document, RailTel reserves the right to issue any clarification or instructions necessary to correct such ambiguity or discrepancy and such clarification/instruction shall be final and binding on the bidder and RailTel.

4.B.2 Submission of Bids only through online process is mandatory for this Tender

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://IREPS.gov.in>.

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

In case there is a conflict regarding online bidding process between the IREPS condition and the Tender Condition, IREPS conditions will supersede.

4.B.2.1 Tender Bidding Methodology:

Sealed Bid System - 'Single Stage – Two Packet': In this, bidder has to submit each packet of the bid (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) "ONLINE".

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal.

RailTel Contact-I (for general Information)

As mentioned in BDS (Chapter-5, Section-I)

RailTel Contact-II (for general Information)

As mentioned in BDS (Chapter-5, Section-I)

4.B.2.2 Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on IREPS Portal.

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD) as per BDS Chapter-5 (Clause 4.A.22).
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid)
4. Online response to Terms & Conditions of Tender.

NOTE:

- I. Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.
- II. Bidder may submit their offer depending upon meeting of the qualification criteria and other terms & conditions of the tender. However, Price bid of the bidder shall only be opened once the bidder offer is found meeting the qualification criteria and other terms & conditions of the tender.

4.B.3 Online Submissions:

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

- a) Tender Cost and EMD submission online **through IREPS portal only.**
- b) Integrity pact to be submitted as per Clause 4.A.44 (Form No. 5, Chapter-6). Original copies are needed to be submitted by the successful bidder before issuance of LOA.
- c) Constitution of Firm and Power of attorney to be submitted online as per Clause 4.A.37. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.
- e) System Performance Guarantee (Form No. 2, Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- f) Affidavit (Form No. 9, Chapter-6). Original copy is needed to be submitted by the successful bidder before issuance of LOA.

Hard copy may be sought by RailTel offline for verification/clarification, after opening of the e-bid response on IREPS portal (e-Procurement), if required.

4.B.4 Submission of Eligibility Criteria related documents

All Eligibility criteria related documents as applicable shall be scanned and submitted ONLINE.

NOTE: It is advised to all bidders to submit their offer online well before the closing time of tender to avoid any last minute issues in uploading. Its bidders responsibility to proactively plan for the bid submission and in case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

4.B.5 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted.
- b) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/SLS/RAR/DWF formats. Bid documents may be preferably scanned with 100 dpi with black and white option.
- c) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the sites and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the

rates he enters in the tender forms are adequate and all inclusive.

4.B.6 Instructions for Tender Document TO THE BIDDERS

The NIT and link to Tender is published on www.railtelindia.com, IREPS portal and CPP portal and the tender is published on IREPS Portal <https://IREPS.gov.in> and CPP portal. **Tender offers shall be submitted online at IREPS portal-<https://IREPS.gov.in> only.** In addition to submitting the e Tender documents online, the tender fee & EMD has to be deposited online through IREPS portal. Tender notice will also be published in newspapers.

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

4.B.7 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://IREPS.gov.in>. For detailed instructions please refer to IREPS Portal.

4.B.8 Attendance of Representatives for Tender Opening:

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

4.B.9 e- Reverse Auction:

The procurement in this tender will be done on reverse auction. The procedure for the reverse auction will be as per IREPS.

4.B.9.1 Submission of Bids

4.B.9.1.1 In addition to the instructions given above, the bids shall be processed through Two Stage Reverse Auction method, to be implemented through IREPS portal. Two packets system shall be followed for the 1st stage of reverse auction, which means that Techno-commercial bid will be opened first; and after deciding the suitability or otherwise of the technical bids, the financial bids of only those firms which are found to be suitable shall be opened.

{For details please refer also user manual for contractors-for Two Stage Reverse Auction (Goods & Services Module) of IREPS available on IREPS portal.}

- 4.B.9.1.2 The financial bid of those firms whose technical bids have been found to be suitable shall be opened on or after scheduled date and time. The financial tabulation statement shall be generated immediately thereafter, and can be viewed by the participating bidders by logging into IREPS account.
- 4.B.9.1.3 After opening the financial bids, the tendering department shall schedule the start of reverse auction. The tenderers who are eligible for the participation in the reverse auction process can view the reverse auction catalogue by logging into their IREPS account.
- 4.B.9.1.4 The lowest Initial Price Offer (L1 offer price) as submitted by the technically qualified bidders during the financial evaluation stage shall be the base price for starting the reverse auction. The base price shall be notified to the bidder.
- 4.B.9.1.5 Date and time of start of RA will be informed on IREPS website.
- 4.B.9.1.6 **Selection of vendors for RA shall be as under:**
- If the number of tenderers qualified for award of contract is less than 3, No RA shall be conducted and the tender shall be decided on the basis of initial price offer. If the numbers of tenderers qualified are 3 to 6, only 3 tenderers shall be eligible for participating in RA.
- If the numbers of tenderers qualified are more than 6, only 50% of tenderers shall be eligible for RA (rounded off to next higher integer).
- The bids disallowed from participating in the RA shall be the highest bidder(s). In case the highest bidders quote the same rate, the initial price offer received last as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
- Initial Cooling Off period** shall be 2 hours.
Auto Extension Period shall be 30 minutes.
Minimum Decrement in percentage shall be 0.1% of Current Lowest Bid.
- 4.B.9.1.7 Once the reverse auction process is closed the lowest rate received in the reverse auction/financial offer will be evaluated. RailTel reserves the right not to consider the lowest bid received in the reverse auction/financial bid process. Percentage rate reduction after RA will be proportionately done across all the items for all SOR items.
- 4.B.9.1.8 In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.
- 4.B.9.1.9 Technical e-RA training can be opted by the bidder to know the procedure of e-RA (Reverse Auction).

- 4.B.9.1.10 RailTel may discharge the tender at any stage without assigning any reason.
- 4.B.9.1.11 Bidders may please note that Bidding close Date/Time gets extended automatically every time an offer is received against the tender during a time interval equivalent to Cooling Off prior to the closing date and time. For example: If the Closing Time of RA is 13:00 Hrs and the Cooling Off period is 30 Minutes, if two offers are received between 12:30 Hrs and 13:00 Hrs, lets say at 12:40 Hrs and 12:55 Hrs, the Closing Time shall be extended by 30 Minutes from the time of submission of the last bid i.e. up to 13:25 Hrs.

4.B.9.1.12 Award of Contracts
Financial Evaluation

Reverse Auction (e-RA):

After the evaluation of technical proposals, the financial bids (initial price offer) of those firms whose technical bids meet eligibility criteria shall be categorized as qualified for the purpose of Reverse Auction (e-RA). These financial bids shall be opened on the scheduled date and time (as per procedure explained in the IREPS User Manual for vendors – Two Stage Reverse Auction Goods & Services Module para C, D and E available at IREPS Helpdesk & Learning Centre). The e-RA procedure has been implemented through IREPS Portal and as per guidelines issued by Ministry of Railways Letter No. 2017/Trans/01/Policy/Pt-S Dated 28.03.2018. As per the procedure a minimum of three bids are mandatory for conduct of e-RA. In case the numbers of qualified bids are less than three, the L-1 would be decided on the initial price offer quoted by the bidder on IREPS. In case of more than three qualified bidders, the e-RA as explained in the manual mentioned above will be implemented. After the end of e-RA, L-1, L-2 and so on stand identified.

4.B.10 **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 IREPS e-Procurement Portal, RailTel website and CPP portal. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be **REJECTED**.

4.B.11 **Ambiguity/ Pre- Bid Clarification Requests:**

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 the RailTel in writing through emails to RailTel Contacts defined under Para 4.B.3. The format to be used for seeking clarification is mentioned in Clause 4.A.35.

4.B.12 Compulsory Compliance Conformations by all Participating Bidders

- 4.B.12.1 The instructions given in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the Terms & conditions by the bidder.
- 4.B.12.2 Each and every page of submitted tender document including documentation shall be serially numbered & indexed. Bidders shall enclose relevant documents in their bid document to support their claims of experience/ eligibility/compliance meeting criteria mentioned under different clauses of the tender.
- 4.B.12.3 **In case some false information is submitted by any bidder in support of experience, performance certificate, financial turnover, etc., then the bidder tender shall be REJECTED and EMD will be forfeited** including banning of business for five year on entire RailTel.
- 4.B.12.4 RailTel shall be sole judge in the matter of short listing bidders at all stages of the tender and the decision of RailTel shall be final and binding on the bidders.

SECTION-I
CHAPTER- 5

BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document {Chapter-1, Chapter 3, Chapter 4(A) & Chapter-4 (B), Chapter-6 of Section-I}.

Clause	Description
Clause 3.A.1.4, Chapter-3-A, (Section-I)	<u>Scope of Work</u> (i) Number of stations covered under scope of this tender - 1633 nos. of D & E Category Stations of Indian Railway. (ii) List of stations covered under the scope of present tender is mentioned in Annexure-I (Chapter-7). (iii) Indicative list of cameras required to be provided at each category of stations – Annexure-III (Chapter-7).
Clause 4.A.1, Chapter-4-A, (Section-I)	Validity of offer 120 Days
Clause 4.A.2, Chapter-4-A, (Section-I)	Warranty (i) 36 months (comprising of 12 months of Maintenance Supervision vide clause 4.A.2.5, between issue of last PAC {Clause 3.D.8 (iv)} and FAC, followed by 24 months of warranty support under clause 4.A.2 & 4.A.2.4) . (ii) Warranty of material from Date of complete supply of material as per LOA upto issuance of last PAC {Clause 3.D.8 (iv)} is the responsibility of the Bidder backed up by OEM.
Clause 4.A.4, Chapter-4-A, (Section-I)	Delivery/Implementation Timelines Refer Clause 4.A.4 of Chapter-4
Clause 4.A.5.7, Chapter-4-A, (Section-I)	Billing Address: Executive Director/Northern Region RailTel Corporation of India Limited 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, New Delhi-110053
Clause 4.A.6, Chapter-4-A, (Section-I)	Rolling Performance Bank Guarantee Equivalent to 3% of the total value of the LoA issued. For more details please refer Clause 4.A.6 of Chapter-4.

Clause 4.A.14.1, Chapter-4-A, (Section-I)	Eligibility Criteria Requirements for Bidders <u>Point-3 - Financial Eligibility -</u> Rs 2,18,29,14,215 (150% of advertised value of the Tender) <u>For Start-ups</u> Rs 72,76,38,072 (50% of advertised value of the Tender) <u>Point-4 - Technical Capability –</u> Three similar works each costing not less than the amount equal to Rs.43,65,82,843/-. or Two similar works each costing not less than the amount equal to Rs.58,21,10,457/-. or One similar work each costing not less than the amount equal to Rs.87,31,65,686/-. <u>For Start-ups</u> (i) One similar work each costing not less than the amount equal to Rs.50,93,46,650/- or (ii) Two similar work each costing not less than the amount equal to Rs.29,10,55,229/- or (iii) Three similar work each costing not less than the amount equal to Rs.21,82,91,422/-
Clause 4.A.14.2, Chapter-4-A, (Section-I)	Point-2 – Eligibility Criteria Requirements for OEM's – (35% of advertised value of the respective items in Tender) (i) Cameras (all type of Cameras) – Rs 13,38,06,714/- (ii) Switches (all type of Switches) – Rs 5,53,33,527/- (iii) UPS– Rs 5,12,56,604/-

Clause 4.A.19, Chapter-4-A, (Section-I)	Purchaser's Right to Vary Quantities (A) Upto maximum extent of +/- 50% subject to following condition - Upto +25% with no rebate. - From +25% to +40% with 2% rebate - 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. (C) AMC rates for items under Variation Order will be at same percentage as finalized in the main contract.
Offer Letter (Chapter-1) & Clause 4.A.22, (Section-I)	Earnest Money Deposit (EMD) – To be deposited online on IREPS Portal only Rs. 72,77,000/- (all Inclusive)
Clause 4.A.35, Chapter-4-A, (Section-I)	Pre- Bid Clarification Requests (Online) Last date of Submission of Clarification Date: 08-12-2022 Online Pre-bid Conference date Date: 12-12-2022 Time: 11:00 hours Online Meeting link: Link for Online Pre- Bid Meeting will be shared by RailTel on its website at least two days before the due date of Online Pre-Bid meeting. The Bidder/OEM who is attending the pre-bid conference should send their Pre-bid queries and Contact number along with company details to email id's as mentioned in clause 4.B.2.1 of BDS (Chapter-5) at least two days before the due date of Online Pre-Bid meeting. Pre-bid meeting of all the four regions will be done on the same date & time.

Clause 4.A.36, Chapter-4-A, (Section-I)	Last Date of Submission of Offer (Online) Date: 22-12-2022 Time: 15:00 hours Date of Opening of Tender (Online) Date: 22-12-2022 Time: 15:30 hours
Clause 4.B.2.1, Chapter-4-B, (Section-I)	RailTel Contact-I (for general Information) RailTel's Contact Person /Designation 1.Name: Kanchan Pangtey, Designation: AGM/NTP Telephone/ Mobile: 9717644131 E-mail ID: kanchanmartolia@railtelindia.com 2.Name: Sh.Kumar Rahul Joshi Designation: JGM/NTP Telephone/ Mobile: 9717644200 E-mail ID: rahul@railtelindia.com RailTel Contact-II (for general Information) RailTel's Contact Officer Name: Smt. Vijaylaxmi Kaushik , Designation: ED/NR Telephone/ Mobile :8178305600 E-mail ID: vijaylaxmi@railtelindia.com
Chapter-1, Chapter-6, Regional Address, (Section-I)	Executive Director/Northern Region RailTel Corporation of India Limited 6th Floor, Illrd Block, Delhi Technology Park, Shastri Park, New Delhi-110053

Note:

1. If the details given in BDS contradict with referred clause in the detailed tender document, the details in BDS will have overriding priority (as per clause 4.B.1) over the referred clause in the tender document.

2. In the tender document, RailTel and Indian Railways have been used at various places. It can be interchangeably used wherever required for various purposes of contract management purposes, as may be decided /intimated by the contract managing authority, i.e. RailTel.
