



# रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(CIN U64202DL2000GOI107905)

(भारत सरकार का उपक्रम)

19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नंबर 34/1,

ब्लॉक जीएन, सेक्टर-वी, साल्ट लेक सिटी,

बिधाननगर, कोलकाता-700091

<https://www.railtel.in>

## RailTel Corporation of India Limited

(A Government of India Undertaking)

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<https://www.railtel.in>

“सीसीटीवी के लिए ईसीएल को प्रबंधित बैंडविड्थ सेवा प्रदान करने के लिए  
राउटर, स्विच, क्यूएसएफपी, एसएफपी और अन्य सहायक उपकरण की  
आपूर्ति”

के लिए

निविदा दस्तावेज़

Tender Document  
for

“Supply of Router, Switches, QSFPs, SFPs, and other  
accessories for providing managed bandwidth service to ECL  
for CCTV”

निविदा संख्या: रेलटेल/निविदा/ओटी/ईआर/मुख्यालय/2024-25/1547, दिनांक 14.11.2024

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

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## **Section I: Notice Inviting Tender (NIT)**

### **1. निविदा आमंत्रण सूचना/**

#### **Notice Inviting Tender (NIT)**

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (इसके बाद इसे 'प्राधिकरण'/ 'रेलटेल' कहा जाएगा) "सीसीटीवी के लिए ईसीएल को प्रबंधित बैंडविड्थ सेवा प्रदान करने के लिए राउटर, स्विच, क्यूएसएफपी, एसएफपी और अन्य सहायक उपकरण की आपूर्ति" के लिए अनुबंध में प्रवेश करने के लिए बोलियां आमंत्रित करता है (जिसे आगे 'माल' कहा जाएगा)। यह निविदा दस्तावेज आगे का विवरण देता है।/

The RailTel Corporation of India Ltd. (hereinafter referred to as 'the Authority'/ 'RailTel'), invites bids for entering into a contract for the "Supply of Router, Switches, QSFPs, SFPs, and other accessories for providing managed bandwidth service to ECL for CCTV" (hereinafter referred to as 'the Goods'). This Tender Document gives further details.

### **2. निविदा दस्तावेज/**

#### **The Tender Document**

#### **2.1 बोलीदाताओं को संपूर्ण निविदा दस्तावेज अवश्य पढ़ना चाहिए/**

##### **Bidders must read the complete Tender Document**

बोलीदाता को पूरा निविदा दस्तावेज अवश्य पढ़ना चाहिए। इस नोटिस के साथ संलग्न 'निविदा सूचना सारांश' (टीआईएस) निविदा जानकारी का मुख्य सारांश देता है। हालाँकि, बोलीदाताओं को अपनी बोलियां जमा करने से पहले सभी शुद्धिपत्र, यदि कोई हो, सहित संपूर्ण निविदा दस्तावेज को पढ़ना होगा।/

Bidder must read the complete Tender Document. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. However, bidders must go through the entire Tender Document including all corrigendum, if any before submission of their Bids.

#### **2.2 निविदा दस्तावेज की उपलब्धता/**

##### **Availability of the Tender Document**

निविदा दस्तावेज ई-प्रोक्योरमेंट पोर्टल पर उपलब्ध है जैसा कि एनआईटी (टीआईएस) के परिशिष्ट में बताया गया है। निविदा दस्तावेज को निःशुल्क डाउनलोड किया जा सकता है। यदि रेलटेल कार्यालय ऊपर बताई गई बोलियाँ जमा करने की समय-सीमा के दिन पर बंद होता है, तो यह समय-सीमा नहीं बढ़ाई जाएगी। निविदा दस्तावेज डाउनलोड करने और ई-प्रोक्योरमेंट पोर्टल पर बोलियाँ अपलोड करने के बारे में कोई भी प्रश्न/स्पष्टीकरण संबंधित ई-प्रोक्योरमेंट पोर्टल के हेल्प डेस्क (टीआईएस में संपर्क विवरण दिया गया है) से संपर्क किया जा सकता है।/

The Tender Document is available on e-Procurement Portal as mentioned in appendix to NIT (TIS). The Tender Document can be downloaded free of cost. If RailTel happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification

regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk of the concerned e-procurement portal (contact details given in TIS).

### 2.3 बोली-पूर्व स्पष्टीकरण/

#### Pre-bid Clarifications

बोलीदाता को निविदा दस्तावेज के बारे में किसी भी पूर्व-बोली स्पष्टीकरण की आवश्यकता है, तो वह TIS में उल्लिखित संपर्क व्यक्ति से ईमेल/लिखित रूप में प्रश्न पूछ सकता है, बशर्ते कि प्रश्न TIS में उल्लिखित स्पष्टीकरण की अंतिम तिथि से पहले उठाए गए हों। किसी भी बीच की छुट्टियों के मामले में यह समय सीमा नहीं बढ़ाई जाएगी।/

A Bidder requiring any Pre-bid clarification regarding the Tender Document may ask questions via email/ in writing to contact person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS. This deadline will not be extended in case of any intervening holidays.

### 3. इस निविदा में भाग लेने के लिए पात्रता मानदंड/

#### Eligibility Criteria for Participation in this Tender

निविदा दस्तावेज में प्रावधानों के अधीन, इस निविदा प्रक्रिया में भागीदारी उन सभी बोलीदाताओं के लिए खुली है जो 'पात्रता' और 'योग्यता मानदंड' को पूरा करते हैं। बोलीदाता को अपनी बोली प्रस्तुत करने की तिथि तक निम्नलिखित पात्रता मानदंडों को पूरा करना चाहिए। बोलीदाता को फॉर्म 1.2 (पात्रता घोषणाएँ और बोलीदाता द्वारा वचनबद्धता) में पात्रता मानदंडों की पूर्ति की घोषणा करनी होगी। बोलीदाता, जब तक कि टीआईएस/एआईटीबी में अन्यथा निर्धारित न हो:

#### 1) अवश्य:

ए) एक प्राकृतिक व्यक्ति, निजी इकाई या सार्वजनिक इकाई (राज्य के स्वामित्व वाला उद्यम या संस्थान) होना चाहिए।

बी) जब तक कि टीआईएस/एआईटीबी में स्पष्ट रूप से अनुमति न दी जाए, संयुक्त उद्यम/कंसोर्टियम (कई व्यक्तियों, फर्मों या कंपनियों का एक संघ - जिसे आगे जेवी/सी कहा जाएगा) नहीं होना चाहिए (या होने का प्रस्ताव नहीं होना चाहिए)।

सी) पेश किए गए उत्पाद का निर्माता होना चाहिए या प्रिंसिपल/ओईएम द्वारा अधिकृत डीलर होना चाहिए।

#### 2) अवश्य:

ए) दिवालिया, रिसीवरशिप में, दिवालिया या बंद न हो, इसके मामलों का प्रशासन किसी न्यायालय या न्यायिक अधिकारी द्वारा न किया जा रहा हो, इसकी व्यावसायिक गतिविधियां निलंबित न हों और इनमें से किसी भी कारण से (इसकी सहयोगी या सहायक कंपनियों सहित) कानूनी कार्यवाही का विषय न हो, रेलटेल कॉरपोरेशन ऑफ इंडिया लिमिटेड या इसके मंत्रालय द्वारा इसकी निविदा प्रक्रियाओं में भाग लेने से अयोग्य/काली सूची में डाला गया/प्रतिबंधित/निषेधित न किया गया हो;

और/या

बी) किसी अन्य मंत्रालय/विभाग/भारत सरकार के सार्वजनिक उपक्रमों द्वारा अपनी सभी संस्थाओं की निविदा प्रक्रियाओं में भाग लेने के लिए दोषी नहीं ठहराया जाना चाहिए (बोली प्रस्तुत करने की अंतिम तिथि से तीन वर्ष के भीतर) या अयोग्य घोषित नहीं किया जाना चाहिए/निलंबित/काली सूची में नहीं डाला जाना चाहिए/प्रतिबंधित नहीं किया जाना चाहिए/निषेध नहीं किया जाना चाहिए, इनके कारण:

1. भ्रष्टाचार निवारण अधिनियम, 1988 या किसी अन्य कानून के तहत व्यापारिक लेन-देन में नैतिक अधमता से जुड़े अपराध; और/या
2. भारतीय दंड संहिता या किसी अन्य कानून के तहत किसी सार्वजनिक खरीद अनुबंध के निष्पादन के दौरान किसी व्यक्ति की जान/अंग/संपत्ति को नुकसान पहुंचाने या सार्वजनिक स्वास्थ्य को खतरे में डालने के अपराध और/या
3. देश के प्रति संदिग्ध निष्ठा या भारत सरकार की उपयुक्त एजेंसियों द्वारा निर्धारित राष्ट्रीय सुरक्षा जोखिम का संदेह होना।

सी) उपर्युक्तानुसार अपात्र/निलंबित/काली सूची में डाले जाने/प्रतिबंधित/निषेधित घोषित किए जाने के फलस्वरूप, “संबद्ध फर्म” की परिभाषा के अंतर्गत आने वाले अपने नाम में परिवर्तन न किया हो या नई व्यावसायिक इकाई न बनाई हो;

डी) किसी भी क्षमता में बोलीदाता/भागीदार/निदेशक/कर्मचारी के रूप में कोई संबद्धता न हो:

1. केंद्र या राज्य सरकार या उसके सार्वजनिक क्षेत्र के उपक्रमों के सेवानिवृत्त प्रबंधक या सेवानिवृत्त राजपत्रित अधिकारी का, यदि ऐसे सेवानिवृत्त व्यक्ति ने अपनी सेवानिवृत्ति के बाद एक वर्ष की कूलिंग-ऑफ अवधि पूरी नहीं की है। हालांकि, यह लागू नहीं होगा यदि ऐसे प्रबंधकों/अधिकारियों ने अपने पूर्ववर्ती संगठन से कूलिंग-ऑफ अवधि की छूट प्राप्त कर ली है।
2. इस निविदा प्रक्रिया में शामिल खरीद करने वाली संस्था के अधिकारियों के निकट संबंधियों का।

ई) हितों का टकराव न हो, जो निष्पक्ष प्रतिस्पर्धा को काफी हद तक प्रभावित करता हो। उद्धृत मूल्य प्रतिस्पर्धी होने चाहिए और किसी भी अनुचित/अनैतिक/प्रतिस्पर्धी-विरोधी तरीके को अपनाए बिना होने चाहिए। प्रतिस्पर्धा को प्रतिबंधित करने के लिए किसी अन्य बोलीदाता को प्रस्ताव प्रस्तुत करने या न करने के लिए प्रेरित करने का कोई प्रयास नहीं किया जाना चाहिए।

3) टीआईएस या निविदा दस्तावेज में कहीं और निर्धारित किसी भी अन्य अतिरिक्त पात्रता शर्त को पूरा करना होगा, यदि कोई हो।

4) क्लास-I स्थानीय आपूर्तिकर्ता, क्लास-II स्थानीय आपूर्तिकर्ता और गैर-स्थानीय आपूर्तिकर्ता (जैसा कि मेक-इन-इंडिया नीति में परिभाषित किया गया है) आईटीबी-खंड 4.1 में विस्तृत कुछ शर्तों के अधीन पात्र

होंगे और यदि अनुरोध किया जाता है तो रेलटेल को अपनी निरंतर पात्रता का ऐसा सबूत उपलब्ध कराना होगा।

5) भारत के साथ भूमि सीमा वाले निर्दिष्ट देशों (लेकिन भारत के साथ विकास साझेदारी में नहीं) के बोलीदाता आईटीबी-खंड 3.3 में विस्तृत कुछ शर्तों के अधीन पात्र होंगे।

6) यदि टीआईएस ईओआई/पीक्यूबी चरण में योग्य बोलीदाताओं को शॉर्टलिस्ट करने के बाद इसे दो-चरण/पूर्व-योग्यता बोली (पीक्यूबी) के दूसरे चरण के लिए खरीद प्रक्रिया घोषित करता है।/

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as on the date of its bid submission. Bidder is required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations & Undertaking by Bidder). The Bidder, unless otherwise stipulated in TIS/ AITB:

- 1) must:
  - a) be a natural person, private entity, or public entity (State-owned enterprise or institution).
  - b) unless permitted explicitly in TIS/ AITB, not be (or proposes to be), a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
  - c) be a manufacturer of the product offered or be dealer authorised by the Principal/ OEM.
- 2) must:
  - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons (including their affiliates or subsidiaries), not stand declared ineligible/ blacklisted/ banned/ debarred by the RailTel Corporation of India Ltd or its Ministry from participation in its Tender Processes; and/ or
  - b) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by any other Ministry /Department/PSUs of the Government of India from participation in Tender Processes of all of its entities, for:
    1. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
    2. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
    3. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
  - c) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
  - d) Not have an association (as a bidder/ partner/ director/ employee in any capacity)
    1. of retired Manager or a retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not

completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

2. of the near relations of executives of Procuring Entity involved in this Tender Process
  - e) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.
- 3) Must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.
- 4) Must provide such evidence of their continued eligibility to RailTel if so, requested of Class-I Local Supplier, Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause 4.1.
- 5) Bidders from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.
- 6) If TIS declares this to be a procurement process for the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, then only the bidders shortlisted/ qualified in the first stage shall be eligible to participate.

#### 4. सरकार की क्रय वरीयता नीतियाँ/

##### Purchase Preference Policies of the Government

जैसा कि निविदा दस्तावेज में विस्तृत रूप से बताया गया है, रेलटेल विभिन्न सरकारी नीतियों/निर्देशों (मेक इन इंडिया; एमएसएमई; स्टार्ट-अप आदि से संबंधित नीतियां) के तहत पात्र बोलीदाताओं को वरीयता देने का अधिकार सुरक्षित रखता है।/

As detailed in the Tender Document, RailTel reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

#### 5. बोली-पूर्व बैठक/

##### Pre-bid Conference

टीआईएस में यदि ऐसा संकेत दिया गया है है, तो बोलीदाताओं से अनुरोध है कि वे निविदाओं की तकनीकी विशिष्टताओं और वाणिज्यिक शर्तों पर स्पष्टीकरण के लिए उसमें उल्लिखित समय, तिथि और स्थान पर बोली-पूर्व बैठक में भाग लें। इस तरह के प्री बोली-पूर्व बैठक में भाग लेना अनिवार्य नहीं है। यदि कोई बोलीदाता भाग नहीं लेता है या कोई प्रश्न प्रस्तुत नहीं करता है, तो तकनीकी/वाणिज्यिक विशिष्टताओं/शर्तों के बारे में उनके द्वारा बाद में प्रस्तुत किए गए किसी भी अभ्यावेदन पर विचार नहीं किया जाएगा।/

If so, indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned

therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/commercial specifications/ conditions shall be entertained.

## 6. बोलियाँ प्रस्तुत करना/

### Submission of Bids

- 1) बोलियाँ टीआईएस में उल्लिखित प्रस्तुतीकरण की अंतिम तिथि तक या उसके बाद के विस्तार (यदि कोई हो) तक अपलोड की जानी चाहिए। यदि कार्यालय ऊपर निर्दिष्ट बोलियाँ प्रस्तुत करने की अंतिम तिथि पर बंद होता है, तो यह समय सीमा नहीं बढ़ाई जाएगी।/

Bids must be uploaded till the deadline for submission mentioned in TIS or subsequent extension if any. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

- 2) टीआईएस में बताए गए मूल दस्तावेजों को बोली जमा करने की अंतिम तिथि से 7 दिनों के भीतर टीआईएस में बताए गए स्थान पर सीलबंद लिफाफे में भौतिक रूप से प्रस्तुत किया जाना चाहिए। ऐसा न करने पर बोली अस्वीकृत होने की संभावना है। कोई भी मैनुअल बोली प्रस्तुत करने के लिए उपलब्ध नहीं कराई जाएगी या स्वीकार नहीं की जाएगी (उप-खंड के अनुसार स्कैन की गई प्रतियों के मूल को छोड़कर)। बोलीदाता को पंजीकरण, संगत डिजिटल हस्ताक्षर प्रमाणपत्र (DSC) आदि सहित ई-प्रोक्योरमेंट पोर्टल की शर्तों का पालन करना होगा। डाउनलोड किए गए दस्तावेजों के मामले में, बोलीदाता को आवश्यक जानकारी भरने के अलावा, अपलोड करते समय दस्तावेजों की सामग्री में कोई भी बदलाव नहीं करना चाहिए।/

Original documents as indicated in TIS must be physically submitted in sealed cover within 7 days from the bid submission deadline at venue as mentioned in TIS. **Failure to do so is likely to result in the bid being rejected.** No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

- 3) बोलीदाताओं को ई-टेंडरिंग पोर्टल के माध्यम से टीआईएस में दर्शाए अनुसार निविदा दस्तावेज लागत और बयाना राशि जमा (ईएमडी)/बोली सुरक्षा राशि जमा करनी होगी। ईएमडी जमा करने का साधन टीआईएस के तहत उल्लिखित आवश्यकता के अनुसार होना चाहिए। पात्र एमएसई बोलीदाताओं/स्टार्टअप को निविदा दस्तावेज लागत और ईएमडी राशि से छूट दी गई है। हालांकि, ईएमडी के बदले में, एमएसई बोलीदाताओं/स्टार्टअप को दिए गए प्रारूप के अनुसार अपनी बोली में 'फॉर्म 7: बोली सुरक्षा से संबंधित दस्तावेज' के अनुसार बोली सुरक्षा घोषणा (बीएसडी) प्रस्तुत करनी होगी। बीएसडी टीआईएस में निर्धारित निविदा आमंत्रण प्राधिकरण के पक्ष में तैयार किया जाएगा। बोलियों के साथ मूल फॉर्म 7 का स्व-सत्यापित स्कैन अपलोड किया जाना चाहिए। इन प्रावधानों का अनुपालन न करने वाली बोलियों को अस्वीकार कर दिया जाएगा।/

Bidders must deposit tender document cost and the Earnest Money Deposit (EMD)/bid security amount as indicated in TIS through e-tendering portal. The instrument for submission of EMD

should be as per the requirement mentioned under the TIS. Eligible MSE bidders/ Startups are exempted from tender document cost and EMD amount. However, in lieu of EMD, MSE bidders/ Startups must furnish Bid Security Declaration (BSD) as per 'Form 7: Documents relating to Bid Security' in their bid as per format given therein. The BSD shall be drawn in favour of the tender inviting authority stipulated in TIS. A self-attested scan of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.

- 4) सत्यनिष्ठा समझौता: यदि टीआईएस/एआईटीबी में उल्लेख किया गया है, तो सभी बोलीदाताओं को 'फॉर्म 8: सत्यनिष्ठा समझौता' के अनुसार रेलटेल के साथ सत्यनिष्ठा समझौते पर हस्ताक्षर करने होंगे। हस्ताक्षरित सत्यनिष्ठा समझौते के बिना बोलियां अस्वीकार कर दी जाएंगी।/

**Integrity Pact:** If indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with RailTel as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

## 7. बोली खोलना/

### Bid Opening

प्राप्त बोलियां टीआईएस में दी गई निर्दिष्ट तिथि और समय पर ऑनलाइन खोली जाएंगी। यदि बोलियां खोलने की निर्दिष्ट तिथि को कार्यालय बंद हो, तो बोलियां अगले कार्य दिवस को उसी समय खोली जाएंगी।/

Bids received will be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening will be done on the next working day at the same time.

## 8. अस्वीकरण और क्रयकर्ता इकाई के अधिकार/

### Disclaimers and Rights of Procuring Entity

निविदा दस्तावेज जारी करने का यह अर्थ नहीं है कि रेलटेल बोली(यों) का चयन करने के लिए बाध्य है, तथा यह बिना कोई कारण बताए निम्न अधिकार सुरक्षित रखता है:

- 1) किसी एक या सभी बोलियों को अस्वीकार करना, या
- 2) निविदा प्रक्रिया को रद्द करना; या
- 3) माल की खरीद को छोड़ना; या
- 4) समान या समान माल के लिए एक और निविदा जारी करना/

The issue of the Tender Document does not imply that RailTel is bound to select bid(s), and it reserves the right without assigning any reason to

- 1) reject any or all of the Bids, or
- 2) cancel the tender process; or
- 3) abandon the procurement of the Goods; or
- 4) issue another tender for identical or similar Goods

नोट: अधिक जानकारी के लिए, कृपया संलग्न टीआईएस और पूर्ण निविदा दस्तावेज देखें।

**Note: For further details, please refer to appended TIS and the complete Tender Document.**

निविदा आमंत्रण प्राधिकारी/अधिकारी द्वारा हस्ताक्षरित/

Signed by Tender Inviting Authority/ Officer

नीरज कुमार सिंह, संयुक्त महाप्रबंधक/टीएम/कोलकाता/

**Niraj Kumar Singh, Jt.GM/TM/Kolkata**

**एनआईटी का परिशिष्ट: निविदा सूचना सारांश/****Appendix to NIT: Tender Information Summary****Tender No.** RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

(Ref ITB-clause 1.4)

<b>निविदा सूचना सारांश (टीआईएस) (Tender Information Summary (TIS))</b>			
<b>1.0 बुनियादी निविदा विवरण (Basic Tender Details)</b>			
निविदा शीर्षक/कार्य का नाम/ Tender Title/Name of work	Supply of Router, Switches, QSFPs, SFPs, and other accessories for providing managed bandwidth service to ECL for CCTV		
निविदा संदर्भ संख्या/ Tender Reference Number	Tender No. RailTel/Tender/OT/E R/HQ/2024-25/1547, Dt. 14.11.2024	निविदा की अनुमानित लागत (जीएसटी सहित)/ Tender Estimated Cost (Incl. GST)	Rs. 1,98,50,781.00
निविदा का प्रकार/ Tender Type	Open Tender – Domestic	निविदा श्रेणी/ Tender Category	Goods
लिफाफों/पैकेट/कवरों की संख्या/ No. of Envelopes/Packets/Covers	Two	बोली-प्रक्रिया प्रणाली/ Bidding System	Single stage
वित्तीय बोली खुलने के बाद ई-रिवर्स नीलामी आयोजित की जाएगी (हां के मामले में एआईटीबी भी देखें)/ e-Reverse Auction to be held after financial bid opening (See AITB also in case of Yes)	No	TReDS सुविधा उपलब्ध है?/ TReDS feature available?	YES, on m1xchange portal url: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a>
खरीद करने वाली इकाई / The Procuring Entity	RailTel Corporation of India Ltd.	पता / Address	19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091
निविदा आमंत्रण प्राधिकारी/अधिकारी (TIA)/ Tender Inviting Authority/ Officer (TIA)	Shri Niraj Kumar Singh, JGM/TM/Kolkata	टीआईएस और अधिकृत रेलटेल अधिकारी(यों) का ईमेल/ Email of TIA and authorized RailTel executive(s)	singhmk@railtelindia.co m, upendrasingh@railtelind ia.com, pdjames@railtelindia.co m, pooransingh@railtelindi a.com

**2.0 आवश्यकता विवरण (आईटीबी-खण्ड 5 और 6)/ Requirement Details (ITB-clause 5 & 6)**

मूल्यांकन आधार/ Evaluation Basis	Overall	निरीक्षण का प्रकार/ Inspection Type	Pre-dispatch inspection at Factory/consignee inspection/Supplier warehouse
वितरण की शर्तें/ Terms of Delivery	CIP destination	वितरण अवधि:/ Delivery Period:	Supply: 90 days from the date of issue of PO.
वारंटी/ Warranty	As given in the Section VII, Technical Specifications and Quality Assurance	एएमसी/ AMC	No
एएमसी की अवधि/ AMC Period	Not Applicable	एएमसी दर, आईटीबी खंड-6.1.3 (2)/ AMC rate, ITB clause-6.1.3 (2)	Not Applicable

**3.0 महत्वपूर्ण तिथियाँ (एनआईटी-खण्ड 6(1), 7 और आईटीबी-खण्ड 7, 9, 10 और 11)/  
Critical Dates (NIT-clause 6(1), 7 and ITB-clause 7, 9, 10 and 11)**

निविदा दस्तावेज़ प्रकाशित तिथि/ Tender Document published date	14.11.2024	बोली जमा करने की अंतिम तिथि और समय/ Bid Submission Closing Date & Time	05.12.2024 up to 14:00 hrs.
निविदा खोलने की तिथि एवं समय/ Tender Opening Date & Time	05.12.2024 14:30 hrs.	बोली वैधता (निविदा खुलने की तिथि से दिन), आईटीबी-खण्ड 9.3/ Bid Validity (Days from the date of Tender Opening), ITB-clause 9.3	90 days

<b>4.0 भाग लेने की पात्रता (एनआईटी-खण्ड 3 और आईटीबी-खण्ड 3.2)/</b> <b>Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)</b>	
क्या यह वस्तु एमएसई से विशेष खरीद के लिए आरक्षित है? Is this item reserved for exclusive Procurement from MSEs?	No
पात्र बोलीदाताओं की प्रकृति - OEM/OEM द्वारा अधिकृत डीलर/ Nature of Bidders eligible – OEMs/ Dealers authorised by OEMs	No Restriction
भाग लेने की पात्रता के लिए न्यूनतम स्थानीय सामग्री, आईटीबी-खंड 4.1.3 (1)/ Minimum local content for eligibility to participate, ITB-clause 4.1.3 (1)	20%
भाग लेने के लिए पात्र स्थानीय आपूर्तिकर्ताओं की श्रेणियां, आईटीबी- खंड 4.1.1 (मेक इन इंडिया नीति)/ Classes of Local Suppliers eligible to participate, ITB-clause 4.1.1 (Make in India Policy)	Only Class-I and Class-II local Suppliers eligible
भारतीय कंपनी, आईटीबी के साथ अनिवार्य संयुक्त उद्यम - खंड 4.1.6 (मेक इन इंडिया नीति)/ Mandatory Joint venture with Indian Company, ITB-clause 4.1.6 (Make in India Policy)	No
<b>5.0 मेक इन इंडिया नीति के अंतर्गत भागीदारी हेतु पात्रता की सीमाएं और वरीयता (आईटीबी-खण्ड 4.1)/</b> <b>Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1)</b>	
न्यूनतम स्थानीय सामग्री के आधार पर स्थानीय आपूर्तिकर्ताओं का वर्गीकरण, आईटीबी-खंड 4.1.1 (1, 2 और 3)/ Classification of Local Suppliers based on Minimum local content, ITB-clause 4.1.1 (1, 2 & 3)	Class-I Local Suppliers: 50% Class -II Local Supplier: more than 20% but less than 50% Non-Local Supplier less than 20%
खरीद वरीयता का मार्जिन, आईटीबी-खंड 4.1.1 (4)/ The margin of purchase preference, ITB-clause 4.1.1 (4)	20%

क्या आवश्यकता वरीयता के लिए विभाज्य है, आईटीबी- खंड 4.1.4 (1)/ Is the requirement divisible for preference, ITB- clause 4.1.4 (1)	No
क्या अनुबंध को एक से अधिक बोलीदाताओं के बीच विभाजित किया जाएगा, आईटीबी-खंड 4.1.4(3)/ Would the contract be split among more than one bidder, ITB-clause 4.1.4(3)	No
<b>6.0 निविदा दस्तावेज और स्पष्टीकरण प्राप्त करना (एनआईटी-खण्ड 2.2, 2.3, 6 और आईटीबी-खण्ड 7)/ Obtaining the Tender Document and clarifications (NIT-clause 2.2, 2.3, 6 and ITB-clause 7)</b>	
ई-निविदा पोर्टल/ E-tendering portal	<a href="https://railtel.enivida.com">https://railtel.enivida.com</a>
निविदा दस्तावेज उपलब्धता और बोली प्रस्तुत करने के लिए हेल्पडेस्क/ Helpdesk for Tender Document availability and bid submission	eNivida Helpdesk Phone No.: 011-49606060/8448288988 e-mail id: enividahelpdesk@gmail.com
अनुमानित निविदा लागत (₹.)/ Estimated Tender cost (INR)	1,68,22,695.71 (Excl. GST) 1,98,50,781.00 (Incl. GST)
स्पष्टीकरण की अंतिम तिथि/ Clarification end date	21.11.2024
स्पष्टीकरण के लिए रेलटेल के अधिकारी/कार्यालय का संपर्क व्यक्ति/ईमेल/ Office/ Contact Person/ email of RailTel executive(s) for clarifications	RailTel, Eastern Regional office  Shri Upendra Kumar Singh, Asstt.GM/P, upendrakumarsingh@railtelindia.com,  Shri Pooran Singh, Ch. Manager/Tender pooransingh@railtelindia.com
<b>7.0 बोली-पूर्व बैठक (एनआईटी-खण्ड 5 और आईटीबी-खण्ड 8)/ Pre-bid Conference (NIT-clause 5 and ITB-clause 8)</b>	
बोली-पूर्व बैठक लागू है या नहीं/ Pre-bid Conference applicable or not	Not applicable

बोली-पूर्व बैठक का स्थान, समय और तारीख/ Place, time, and date of the Pre-bid Conference	Not applicable
<b>8.0 बोलियों की तैयारी, प्रस्तुति और खोलना (आईटीबी-खंड 2.1, 9 और 10)</b> <b>Preparation, Submission and Opening of Bids (ITB-clause 2.1, 9 and 10)</b>	
बोलियां किसको संबोधित की जाएंगी/ Bids to be Addressed to	Principal Executive Director, RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091
ऑनलाइन बोली जमा करने के निर्देश/ Instructions for Online bid Submission	<a href="https://railtel.enivida.com">https://railtel.enivida.com</a>
निविदा खोलने का स्थान/ Tender Opening Place	At Kolkata through <a href="https://railtel.enivida.com">https://railtel.enivida.com</a>
<b>9.0 अपलोड किए गए स्कैन किए हुये दस्तावेजों की मूल प्रतियों/स्व-सत्यापित प्रतियों का भौतिक प्रस्तुतीकरण (एनआईटी-क्लॉज 6(2) और आईटीबी-क्लॉज 10.3)/</b> <b>Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (NIT-clause 6(2) and ITB-clause 10.3)</b>	
अपलोड किए गए स्कैन किए हुये दस्तावेजों के भौतिक मूल दस्तावेज प्रस्तुत करना आवश्यक है?/ Physical original documents of uploaded scanned documents required to submit?	Yes
यदि हां, तो भौतिक रूप से प्रस्तुत किए जाने वाले दस्तावेजों की सूची/ If Yes, List of Documents to be submitted physically	a. Notarized Power of attorney in favor of the signatory duly authorizing the signatory. b. Format for Affidavit as per Form No. 10 on stamp paper of Rs. 100/- regarding authenticity of the documents submitted/Information provided in the bid. c. Bid Security Declaration (Applicable for MSEs & Startup).
मूल दस्तावेजों को भौतिक रूप से प्रस्तुत करने की अंतिम तिथि/ Deadline for physical submission of originals	7 days from the date of last date of bid submission

documents			
मूल दस्तावेजों को भौतिक रूप से प्रस्तुत करने का पता/ Address of Physical Submission of Originals	19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091		
<b>10.0 बोली सुरक्षा (एनआईटी-खंड 6(3) और आईटीबी-खंड 9.4) और प्रदर्शन सुरक्षा (आईटीबी-खंड 13.2.3) से संबंधित दस्तावेज/ Documents relating to Bid Security (NIT-clause 6(3) and ITB-clause 9.4) and Performance Security (ITB-clause 13.2.3)</b>			
ईएमडी/बोली सुरक्षा/ EMD/Bid Security	Rs. 3,98,000.00	ईएमडी/सुरक्षा का प्रारूप/ Form of EMD/Security	Online through eNivida portal
एमएसई बोलीदाताओं/स्टार्टअप्स के लिए/ For MSE bidders/ Startups	In lieu of EMD Bid Securing Declaration is to be Submitted as per Form 7 along with UDYAM registration certificate/ Certificate of Startup	निष्पादन सुरक्षा/ Performance Security	Applicable @ 10% of Order value (including GST)
निष्पादन सुरक्षा का स्वरूप/ Form of Performance Security	Bank Guarantee/ online transfer	निष्पादन सुरक्षा की अवधि/ Period of Performance Security	90 days beyond the warranty period. Claim period should be one year from date of expiry of validity.

<b>11.0 अतिरिक्त खंड/ Additional Clauses</b>			
<b>Clause</b>	<b>Description</b>		
सत्यनिष्ठा संधि (फॉर्म 8) पर हस्ताक्षर करके बोली के साथ प्रस्तुत किया जाना है, एनआईटी-क्लॉज 6(4) और	No	स्वतंत्र बाह्य मॉनिटर, नाम और संपर्क विवरण/ Independent	Not applicable

<p>आईटीबी-क्लॉज 9.2.1 (9)/ Integrity Pact (Form 8) to be Signed and Submitted along with bid, NIT-clause 6(4) and ITB- clause 9.2.1 (9)</p>		<p>External Monitor, Name and Contact Details</p>	
<p>रेलटेल में नोडल अधिकारी का नाम और संपर्क विवरण (ईमानदारी संधि) / Name &amp; contact details of Nodal Officer (Integrity Pact) in RailTel</p>	<p>Not applicable</p>	<p>मात्रा विभाजन/ समानांतर आदेश, आईटीबी-खंड 13.1.2/ Quantity Splitting/ Parallel Orders, ITB-clause 13.1.2</p>	<p>No</p>
<p>बिल पास करने और भुगतान करने वाला प्राधिकरण, आईटीबी-खंड 6.1.6(5)/ Bill passing and paying Authority, ITB-clause 6.1.6(5)</p>	<p>Bill passing officer: JGM/TM/Kolkata Paying Authority: Finance Head of RailTel, Eastern Region</p>		

## **Section II: Instructions to Bidders (ITB)**

### **1. The Tender Document**

#### **1.1 Basic Tender Details**

The 'Tender Document' details the terms and conditions for entering into a contract for the supply of the Goods. 'Tender Information Summary' (TIS) is appended to "Section I: Notice Inviting Tender (NIT)" for ready reference. The 'Good's may include incidental Services/ Works, if so indicated.

#### **1.2 Interpretations, Definitions, Abbreviations and Document Conventions**

Section IV: General Conditions of Contract (GCC), details Tenets of interpretation (GCC-clause 1), Definitions (GCC-clause 2), Document conventions (GCC-clause 3) and Abbreviations (GCC-clause 4), which shall also apply to the Tender Document.

#### **1.3 Overview of Contents**

- 1) Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ/ Schedule of Requirement (SOR) separately available on the e-Procurement Portal is also part of this Tender Document.
- 2) Bidder must submit the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below in its bid. Bidder must declare in Form 1 that it has read, understood, complied, and stands bound by all requirements of the sections mentioned in ITB-clause 1.4 below.

#### **1.4 Sections of the Tender Document**

- 1) Sections of the Tender Document

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section II: Instructions to Bidders (ITB)

Section III: Appendix to Instructions to Bidders (AITB)

Section IV: General Conditions of Contract (GCC)

Section V: Special Conditions of Contract (SCC)

Section VI: BOQ/Schedule of Requirements

Section VII: Technical Specifications and Quality Assurance

Section VIII: Qualification Criteria

- 2) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

- 3) Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in

preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

- 4) Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from terms and conditions of this and other Schedules.

- 5) Section VI: Schedule of Requirements

Bidder is required to quote the rates in the SOR available in e-tendering portal. Bidders must fill up 'Form 2: Schedule of Requirement - Compliance'

- 6) Section VII – Technical Specifications and Quality Assurance

Technical Specifications and Quality Assurance lays down the technical and quality assurance (including any energy-saving requirements, e.g., BEE star classification and Warranty Obligations) of the Goods required. It would also stipulate, if required, any compliance required by Central and State Pollution Control Boards, including transportation and handling of hazardous materials/ packaging. Bidders must fill up 'Form 3: Confirmation/ Deviation from Technical Specifications and Quality Assurance' regarding this Schedule. Bidder should provide the required details, information, confirmations, etc., accordingly, failing which its bid shall be liable to be rejected as nonresponsive. Form 3 shall be signed by OEM also.

- 7) Section VIII: Qualification Criteria:

Qualification Criteria lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation and Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. Bidders must fill up "Form 4: Qualification Criteria- Compliance" and "Form 4.1: Performance Statement" regarding this Schedule. Bidders shall attach statements and documents to confirm conformity to Qualification Criteria. Bidder must fill up "Form 10: Affidavit for credentials submitted by the bidder".

### **1.5 Forms (To be filled, duly signed by authorised signatory, and uploaded by Bidder)**

Please refer to clause 1.3 & 1.4 above to relate the following forms to the corresponding Sections.

- 1) Form 1: Bid Form (To serve as a covering letter to the Techno-commercial Bid)
- 2) Form 1.1: Bidder Information
- 3) Form 1.2: Eligibility Declarations & Undertakings by Bidder
- 4) Form 1.3: OEM's Authorization & Undertakings
- 5) Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs
- 6) Form 2: Schedule of Requirements – Compliance
- 7) Form 3: Technical Specifications and Quality Assurance- Compliance
- 8) Form 4: Qualification Criteria – Compliance.

- 9) Form 4.1: Performance Statement
- 10) Form 5: Terms and Conditions- Compliance
- 11) Form 6: Checklist for the Bidders
- 12) Form 7: Bid Security Declaration
- 13) Form 8: Integrity Pact- Not Applicable
- 14) Form 9: Standing Indemnity Bond – Not Applicable
- 15) Form 10: Affidavit for credentials submitted by the bidder
- 16) Form 11: Affidavit by each Consortium/Joint Venture Member of the Bidder- Not Applicable
- 17) Form 12: Consortium Agreement - Not Applicable
- 18) Form 13: Joint venture Agreement - Not Applicable

## **1.6 Other Formats (to be submitted by the successful bidder)**

- 1) Format 1.1: Bank Guarantee Format for Performance Security
- 2) Format 1.2: No Claim Certificate

## **2. Procuring Entity - Rights and Disclaimers**

### **2.1 Tender Inviting Authority**

Bids are to be addressed to the Tender Inviting Authority/ Officer as specified under the tender document.

### **2.2 Right to Intellectual Property and confidentiality:**

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of RailTel and must not be shared with third parties or reproduced, whether in whole or part, without RailTel's prior written consent.
- 2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
- 3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
- 4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
  - a. now or hereafter is or enters the public domain through no fault of Bidder;
  - b. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from RailTel; or
  - c. otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

### **2.3 Right to Reject any or all Bids**

RailTel reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and

issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

## **2.4 Disclaimers**

### **1) Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Documents to provide the Bidder(s) with information to assist them in participation in this Tender Process.

### **2) Regarding Documents/ guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and RailTel. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

### **3) Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided.

### **4) Regarding Tender Document:**

- a. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RailTel and its employees accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- b. RailTel and its employees make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

## **3. Bidders - Eligibility and Preferential Policies**

### **3.1 Bidders**

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document.

### **3.2 Eligibility Criteria for Participation in this Tender**

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet (as on the date of his bid

submission) the 'Eligibility Criteria' detailed in NIT-clause 3 in addition to those mentioned under AITB. Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2.

### **3.2.1 Joint Venture (JV) (Not Applicable)**

If allowed specifically under AITB, Joint Venture (JV) is permitted. The following requirements to be met by the JV firms:

- 1) Separate identity/ name shall be given to the Joint Venture.
- 2) Number of JV members in a JV shall not be more than three, if the work involves only one aspect and shall not be more than five, if the work involves more than one aspect. 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 20% each in case of JV with upto three members and 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%.
- 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) 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.
- 5) Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.
- 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 as per the Form-13. Firm shall also submit the affidavit as per the Form-11.
- 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 Bid Security/ Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 8) Approval for change of constitution of JV shall be at the sole discretion of the RailTel. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV and during the currency of the contract, 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.
- 9) 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 condition.

- 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.
- 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 JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as 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 Bid Security/ 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.
- 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.
- 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.
- 14) Documents to be enclosed by the JV along with the tender:
  - a. In case of 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 or a copy of the Partnership deed registered with the Registrar,
    - 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
  - v. All the members of JV shall certify that they are not blacklisted or debarred by RailTel or Railway 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 as a member of the JV in which they were/are members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under 'Cancellation of Contract for Default' (please refer to GCC-clause 29.1).
  - vi. All other documents as per the requirement placed under Section VIII.

### **3.2.2 Credential & Qualifying Criteria for JV ( Not Applicable)**

Technical and financial eligibility of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:

#### **1) Technical Eligibility Criteria ('a' or 'b' mentioned here under):**

##### **a. Technical Eligibility Criteria for Contract without composite components**

The technical eligibility for the contract as per Section VIII shall be satisfied by either the 'JV in its own name & style' or 'any member having minimum 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the estimated value 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. Technical Eligibility Criteria for Contract with composite components**

The technical eligibility for each component of contract as per Section VIII, shall be satisfied by either the 'JV in its own name or style' or 'any member of JV having minimum 26% share'. 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 contract for a minimum of 10% of cost of any component of contract.

OR

The technical eligibility for major component of contract as per Section VIII, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having minimum 26% share' and technical eligibility for other component(s) of contract, 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 other member of JV 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 Para 3.2.2:

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 component 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.

2). Financial Eligibility Criteria

a. The JV shall satisfy the requirement of "Financial Eligibility" mentioned under Section VIII. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned under Section VIII.

b. 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.

**3.2.3 Participation of Partnership Firms in Contracts**

1) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

2) 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 as per the Indian Partnership Act, prior to date of tender opening.

3) 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.

4) 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 Bid Security shall be forfeited.

5) 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/Bid Security of the bidder 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/ her 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 'Cancellation of Contract for Default' (please refer GCC-clause 29.1).

6) 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.

7) The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm through e-payment gateway or as mentioned in tender document. The EMD/Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

8) 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 and upload on the e-procurement portal as specified in the tender document, 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.

9) 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.

10) 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.

11) 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.

12) **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.

13) **Duration of the partnership deed and partnership firm agreement:** The partnership

deed/partnership firm agreement shall normally not be modified/altere/ 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 'Cancellation of Contract for Default' (please refer GCC-clause 29.1).

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

15) 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.

16) 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. A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
- b. 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.
- c. An undertaking by all partners of the partnership firm that they are not 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/LLP in which they were / are partners/ members. Concealment / wrong information in regard to above shall make the contract liable for determination as per 'Cancellation of Contract for Default' Default' (please refer to GCC-clause 29.1).
- d. All other documents as identified in the tender document.

### **3.2.4 Evaluation of eligibility of a partnership firm**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Section VIII.

### **3.2.5 Consortium Bids (Not Applicable)**

1) If allowed specifically under AITB, 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.

2) The Lead bidder should meet the eligibility criteria as per the requirement placed under Section VIII. In their own interest the bidders who form such consortia are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of Constituting partners.

3) Consortia of bidders, if any, must clearly define role/scope of 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) Qualification documents, details etc. must however, be provided for each member firm complete in all respects strictly in requisite proforma.

- 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.
- 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.
- 7) In case of consortium bids by Indian Company with foreign Company as one of the consortium partners, Part of Payment (for imported items) can be quoted in any of the major foreign currencies viz USD, British Pound, EURO or Japanese YEN. In such a case, bidder should clearly specify the components of foreign exchange and Indian currency for each item.
  - a. For evaluation purposes, Exchange rate applicable on the date of technical bid opening (T.T. selling Exchange rate of State Bank of India/RBI applicable on the date of technical bid opening) will be considered.
  - b. 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.
  - c. 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 favour 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.
- 8) An individual bidder or a member of Consortium cannot be a member of another Consortium or a JV partner and participate in the tender.
- 9) Firms should submit the affidavit (As per Form 11) & Consortium Agreement (As per Form 12) along with the bid/offer.
- 10) Each consortium member shall make equal contribution towards the total PBG amount to be submitted along with acceptance of LOA.

### **3.3 Eligibility of bidders from specified countries**

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

- 1) Any bidder (as defined in GCC-clause 2.5) from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1.2.
- 2) In Bids for Turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1.2.

- 3) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
- 4) "Bidder from such Restricted Countries" means :-
- a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity. Agent is a person employed to do any act for another, or to represent another in dealings with third persons.; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium/ joint venture where any member falls under any of the above
- 5) The beneficial owner shall mean:
- a. In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

*Explanation-*

- i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits.
  - ii. "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
  - c. 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;
  - d. Where no natural person is identified under 5 (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - e. 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.

### **3.4 Conflict of Interest**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder

shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) Has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of RailTel regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party.
- 6) has a close business or family relationship with a staff of the RailTel Corporation of India Ltd who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract.

### **3.5 Regulation of Indian Agents/Associates of Foreign Principals**

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.4 – Declarations by Agents/ Associates of Foreign Principals:

- 1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
- 3) The Bidder/ Foreign Principal must commit to submitting after the financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
- 4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by RailTel in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
- 5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive.

## **4. Purchase Preference Policies of the Government**

Unless otherwise stipulated in TIS/ AITB, RailTel reserves its right to grant preferences to the following

categories of eligible Bidders under various Government Policies/ Directives:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017 (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the TIS/ ITB/ AITB

#### **4.1 Make in India Order**

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to “Local Suppliers” to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

##### **4.1.1 Categories of Local Suppliers**

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- 1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class-II local Supplier' with local content equal to or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
- 3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.
- 4) Margin of purchase preference shall be 20%

##### **4.1.2 Eligibility Restrictions based on Reciprocity.**

If so, stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

##### **4.1.3 Eligibility to participate**

- 1) **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions. This threshold shall be declared in TIS and/ or Section VI: Schedule of Requirements
- 2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

##### **4.1.4 Purchase preference to Class-I local Suppliers**

- 1) For goods where the Goods are divisible by nature:

- a. Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.
  - b. If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
- 2) For goods procurement where the Goods are not divisible, and in the procurement of services where the bid is evaluated on price alone:
- a. Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
  - b. If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
  - c. If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.
- 3) **Where parallel contracts are to be awarded to multiple bidders:** In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:
- a. If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.
  - b. In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Non local Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase

preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

**4.1.5 Verification of local content and violations:**

- 1) The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.
- 2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate (with UDIN no.) from the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practising chartered accountant (in respect of Contractors other than companies) giving the percentage of local content in following format:

“We \_\_\_\_\_ the statutory auditor/cost auditor/practising cost accountant/practising chartered accountant of M/s.\_\_(name of the bidder) hereby certify that M/s.\_\_\_\_\_(name of the bidder) meets the mandatory Local Content requirements i.e \_\_% Local Content against supply items quoted vide offer No.\_\_\_\_dated\_\_against RAILTEL tender No.\_\_\_\_\_ by M/s. \_\_\_\_\_ (Name of the bidder) in accordance with DPIIT’s PMI policy and its clarification/guidelines”.

**Note:** 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.

- 3) The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. will not be taken into account for calculating local content in any item.
- 4) Complaints about Local content declarations may be made to Head of the procuring department in Corporate Office and Head of Region in Regions of RailTel. RailTel may prescribe fees for such complaints.
- 5) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

**4.1.6 Manufacture under license/ technology collaboration agreements with phased indigenization**

- 1) If so, declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) Bidder must obtain such an exemption letter from relevant authorities of Government of India for meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology

agreement with a precise phasing of increase in local content. and submit it along with his bid to avail such an exemption. However, RailTel reserves its right without being under any obligation to do so, to grant exemption basis on the said exempted letter.

#### **4.1.7 Information to be provided by Bidders regarding Make in India policy**

Bidder shall provide required self-declaration as detailed in Form 1.2:

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- 3) If a Bidder is claiming exemption (as obtained from relevant authorities of Government of India) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

#### **4.2 Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)**

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

##### **4.2.1 Registration of MSEs**

- 1) Only those MSEs shall be given the benefit under the MSE Procurement Policy, that are registered under Udyam Registration irrespective of relevance of product Category. Benefit/preferences shall be available to a consortium only when all the partners in the consortium are MSEs, complying all the conditions.
- 2) Under MSE category, only manufacturers for goods are eligible for benefits. Traders/ distributors/ sole agent shall not be considered as MSE under this tender.
- 3) MSEs interested in availing benefits must enclose in Form 1.2 with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be latest but before the deadline for submission of the bid. The MSE must also indicate the terminal validity date of their registration. Firm failing to submit the information, such offers will not be liable for consideration of benefits as mentioned in the tender.
- 4) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
  - a. The proprietor(s) shall be SC/ ST or women In proprietary MSEs
  - b. At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
  - c. At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies /MSEs.

##### **4.2.2 Support to MSEs**

- 1) Tender sets shall be provided free of cost to MSEs.

- 2) MSEs shall be exempted from payment of Earnest Money/Bid Security. However as per ITB-clause 9.4 (4) below, they shall be required to submit Bid Security Declaration along with UDYAM Registration certificate.
- 3) Trade Receivables Discounting System (TReDS):
  - a) "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
  - b) MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
  - c) MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
  - d) RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

#### **4.2.3 Purchase Preference to MSEs**

RailTel reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders. Within this 25 (twenty-five) per cent quantity, the sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and for MSEs owned by Women the sub-target shall be 3% out of the total 25%.

#### **4.2.4 Reservation of specific items for procurement**

If so, stipulated in Tender Information Summary (TIS Appendix to NIT), this procurement is reserved as per the Public Procurement Policy for the Micro, and Small Enterprises Order, 2012 or latest, for exclusive purchase from Micro and Small Enterprises (MSEs) registered with Udyam. In such a case, only such MSEs shall be eligible to submit a bid and be considered.

### **4.3 Support to Start-up Enterprises**

#### **4.3.1 Definition of Start-up Enterprises**

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
  - a. Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
  - b. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
  - c. The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from DPIIT.

#### **4.3.2 Support to Start-ups**

- 1) Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money and Tender fee. However as per ITB-clause 9.4 below, they shall be required to submit Bid Security Declaration alongwith startup certificate.
- 2) Relaxation in Prior Turnover and Experience: RailTel reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of RailTel in this regard shall be final.

### **5. The Goods, Eligible Goods and Basis of Evaluation**

#### **5.1 Eligible Goods –Origin and Minimum Local Content**

Unless otherwise stipulated in the Tender Document, all 'Goods' and 'incidental Works/ Service 'to be supplied under the contract must conform to i) restrictions on certain countries with land-borders with India (ITB-clause 3.3), (ii) minimum local content (Make in India Policy – ITB-clause 4.1). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Goods must not circumvent the provisions relating to such benefits.

#### **5.2 Basis of Evaluation**

- 1) The bidder shall quote the equipment prices as per the price format given in the tender and e-tendering portal.
- 2) Bidder should quote for all the items. The Offers will be evaluated on total cost including AMC Cost (if asked in the tender) as quoted including taxes.
- 3) The offers for respective Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
- 4) Offers from the tenderers not meeting the eligibility criteria will not be considered.
- 5) Any optional item/modules, accessories etc. required for meeting the tender criteria shall be provided by bidder free of cost to RailTel.

### **6. Bid Prices, Taxes and Duties**

## 6.1 Prices

### 6.1.1 Competitive and Independent Prices

- 1) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - a. those prices; or
  - b. the intention to submit an offer; or
  - c. the methods or factors used to calculate the prices offered.
- 2) The Bidder shall not disclose, either directly or indirectly, the bid prices to any other bidder or competitor prior to the bid opening or the awarding of the contract, except as required by law. This prohibition includes any form of knowing disclosure that could advantage other bidders or competitors.

### 6.1.2 Undue profiteering

- 1) **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
- 2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for RailTel either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

### 6.1.3 Price Components

- 1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices, taxes and total bid prices.
- 2) **Long Term Maintenance Support/ Annual Maintenance Contract (AMC) (Not Applicable)**
  - a. If stipulated in TIS, the Bidders shall quote Annual Maintenance Contract (AMC) for the period as mentioned in TIS after the expiry of the warranty period.
  - b. Bidder will quote minimum AMC charges as per TIS. If the bidder quotes higher rate, he will be paid at his quoted rate. Total AMC cost for total AMC period will be taken for evaluation purpose. In case a bidder quotes AMC rates lower than mentioned in TIS and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. percentage mentioned in TIS) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid at the rate per annum as per TIS.
  - c. RailTel shall issue a separate LOA and sign a separate contract with the successful bidder for AMC. The signed contract shall be as per the terms and conditions of the original contract.
  - d. A fresh Bank Guarantee valid for a period of 90 days beyond the completion of AMC from

the date of LOA shall be required to be submitted by bidder for due fulfilment of Long Term Maintenance support obligation. Value of PBG will be 10% or as mentioned in AITB of the total value of LOA issued for AMC. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original contract.

- e. The contractor will inform to RailTel in writing and ask for the AMC LOA six months prior to expiry of warranty period. In case issue of LOA for AMC is delayed due to non-intimation by the contractor, it will extend the original PBG till issue of LOA for AMC and submission of PBG against AMC else original PBG will be encashed.
- f. Other terms and conditions of AMC is given in AITB.
- g. Bidder shall mandatorily submit undertaking of Long Terms Maintenance support/ Annual Maintenance Contract (AMC) from OEM as per Form 1.3 along with bid. Any deviation / non acceptance may lead to rejection of the bid.

**3) Insurance & Freight**

The cost of Insurance & freight of the equipment and spares upto the ultimate consignee shall be included in the unit price quoted for the SOR item.

**4) Incidental Works/ Services (Not Applicable)**

If stipulated in TIS/ AITB, the Bidders shall provide the specified incidental works/ services (e.g., Installation, Commissioning, Training etc.). The Bidders shall quote separate prices for these if asked in Schedule of Requirement. Otherwise, it shall be assumed to be included in the prices of the main equipment price.

**6.1.4 Price Schedule**

- 1) Bidders are to upload only the downloaded Price Schedule (in excel format) from e-tendering portal. Bidder shall upload the price schedule after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet.
- 2) Bidders shall fill in their rates against items of SOR other than zero value in the specified cells without keeping it blank.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment & labour.

**6.1.5 Provisions of GST**

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code (if available) and GST rate.
- 2) Please refer to ITB-clause 6.3 for further details.

**6.1.6 Currencies of Bid and Payment**

- 1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees and all payments shall be made in Indian Rupees only.
- 2) Where the Tender Document permits quotations in different currencies, then, for domestic

Goods, prices shall be quoted in Indian rupees only, and for imported Goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per the procedure mentioned in ITB Clause 12.4.2 below.

- 3) Regarding price(s) for incidental Works/ Services, if any required with the Goods, the same shall be quoted in Indian Rupees if such Works/ Services are to be performed/ undertaken in India.
- 4) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
- 5) Bill passing and paying authority shall be as mentioned in TIS.

#### **6.1.7 Non-compliance**

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

### **6.2 Firm/ Variable Price**

#### **6.2.1 Firm Price**

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

#### **6.2.2 Price Variation Clause (Not Applicable)**

- 1) If stipulated in AITB, the Tender Document require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document as per GCC-clause 24.5.
- 2) If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

#### **6.2.3 Exchange Rate Variation (Not Applicable)**

Subject to provisions of clause 6.2.1 above, where final prices are quoted in Indian Rupees (INR) involving substantial imports content (> 25%), and the deliveries exceed 12 months, Bidder may, if they so desire, stipulate Foreign Exchange Rate Variation (ERV) clause. In that case, the ERV shall be borne by RailTel within the original Delivery Period. ERV shall be applicable only for components used to manufacture supplied Goods imported after the contract date.

- 1) The offer of Bidder should indicate import content(s) and the currency used for calculating the value of import content(s) in their quoted price, which (i.e. the total quoted price) shall be in Indian Rupees. The conversion rate of foreign currency(s) shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. The relevant date shall be as on the last day of month previous to the one in which tender is invited. To work out the variation due to changes (if any) in the exchange rate(s), the base date for this purpose will be the on the last day of month previous to the one in which tender is invited. Any variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the bidder has already indicated the schedule within which the bidder shall import material. Any increase or decrease in the customs duty by reason of the variation in the rate of exchange in terms of the contract will be to the RailTel's account.

- 2) No variation in price in this regard will be allowed if the variation in the rate of exchange remains within the limit of plus/minus 2.5% per cent.
- 3) If the delivery period is refixed/ extended, ERV shall not be admissible if this is due to the contractor's default. However, ERV benefits arising out of downward trends should be passed on to RailTel.
- 4) Unless otherwise stipulated in the contract, documents for claiming ERV shall be:
  - a. A bill of ERV claim enclosing working sheet.
  - b. Banker's Certificate/ debit advice detailing the foreign exchange paid and exchange rate as on the date of the relevant transactions.
  - c. Copies of import order/agreement placed by the contractor on its Suppliers.
  - d. Invoice of Contractor's Suppliers for the relevant import order

### **6.3 Goods and Services Tax (GST)**

#### **6.3.1 GST Registration Status**

- 1) All the bidders/ Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.
- 3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practising Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by RailTel directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to RailTel within 15 days from the date of becoming liable to registration under GST.

#### **6.3.2 HSN Code and GST Rate**

- 1) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from Time to time and applicable taxes before

bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting Rates.

- 2) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required Under CGST/IGST/UTGST/SGST Act to RailTel at the time of submission of offer/ After conclusion contract, without which no payment shall be released to the tenderer.
- 3) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned Authority.
- 4) Tenderers to refrain from quoting vague terms like "GST as applicable" They will have to clearly quote the current percentage rate of GST extra as applicable along with the related HSN No. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.
- 5) The offers will be evaluated based on the GST rate quoted by bidders. While quoting it is the responsibility of the bidders to ensure that they are quoting correct GST rate and HSN No. If they quote erroneous GST rate and HSN No. then the liability for payment of the difference in GST amount if any, at a later date will lie with the bidders only and no increase in rate of GST rate will be allowed subsequently unless or until the same is changed by statute after the opening of tender and within the original delivery period.
- 6) **Applicability to Imported Goods/ Services:** Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

## **6.4 Payments**

### **6.4.1 General**

- 1) Unless otherwise stipulated, Payment terms laid down in GCC-clause 24 shall be applicable.
- 2) No advance payment of any type (Mobilization, secured advances etc.), shall be made by RailTel to the contractor.

## **7. Downloading the Tender Document; Corrigenda and Clarifications**

### **7.1 Downloading the Tender Document**

The Tender Document shall be published in e-tendering portal and be available for download from the date of publication as mentioned in TIS. Tender document shall also be uploaded on RailTel's website and CPP portal for download.

### **7.2 Corrigenda/ Addenda to Tender Document**

Before the deadline for submitting bids, RailTel may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/

addenda to bidders. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, RailTel may suitably extend the deadline for the bid submission, as necessary. After RailTel makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw/ re-submit his bid on the e-tendering portal, within the extended time of submission as per ITB-clause 10.4.1 below.

**7.3 Clarification on the Tender Document**

A Bidder may seek clarification of the Tender Document from the Office/ Contact Person as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS. The response of clarification shall be uploaded in the same manner as the original Tender Document. Any modification of the Tender Document that may become necessary due to the clarification shall also be uploaded by RailTel through an Addendum/ Corrigendum. Clarification in following format shall be submitted.

SN	Section No. and Clause No.	Sub-clause no./ point no.	Page no.	Content of the referred clause	Clarification sought	Remarks

**8. Pre-bid Conference (Not Applicable)**

- 1) If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify techno-commercial conditions of the Tenders at the venue, date and time specified therein.
- 2) Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
- 3) The date and time by which the written queries for the Pre-bid must reach the authority is mentioned in the TIS.
- 4) Maximum of two authorized delegates of the bidder(s) will participate in pre-bid meeting. The pre-bid conference may also be held online at the discretion of RailTel. The link for online pre-bid conference will be shared by RailTel on the e-tendering portal, the website of RailTel, and on the Central Public Procurement Portal.
- 5) After the Pre-bid conference, RailTel’s clarification /response to pre-bid queries and corrigendum to Tender Document, if required shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, RailTel may suitably extend, as necessary, the deadline for the bid submission.

**9. Preparation of Bids**

**9.1 The bid**

### **9.1.1 Language of the bid**

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and RailTel shall be written in English. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

### **9.1.2 Acquaintance with Local Conditions and Factors**

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, RailTel shall have no responsibility and shall not entertain any request from the bidders in these regards.

### **9.1.3 Cost of Bidding**

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which RailTel may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and RailTel shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

### **9.1.4 Interpretation of Provisions of the Tender Document**

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

### **9.1.5 Quote Quantities/ Prices in both Numerals and Words**

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

## **9.2 Documents comprising the bid**

### **9.2.1 Techno-commercial bid/ Cover-1**

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so, stipulated in TIS, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. No price details should be given or hinted at in the Technical bid:

- 1) E-receipt of EMD.

- 2) Form 7: Documents relating to Bid Security: A Bid Securing Declaration (BSD) in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 9.4(4) for MSE/startup bidders.
- 3) Form 1: bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);
  - a. Form 1.1: Bidder Information;
  - b. Form 1.2: Eligibility Declarations and Undertakings by Bidder;
  - c. If applicable, Form 1.3: OEM's Authorization and Undertakings (Ref ITB-Clause 1.5 also):
  - d. If applicable, Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs (ITB-clause 3.5 above)
- 4) Form 4: 'Qualification Criteria- Compliance': Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria as follows. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.:
  - a. Bidder shall also submit Form 4.1: Performance Statement to prove his technical, production and financial capabilities and eligibility, commensurate with requirements of this Tender.
- 5) Form 2: Schedule of Requirements - Compliance: Bidders should fill this form to detail the Schedules of Goods offered by them (without any price), maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognised and null and void. Bidder shall also upload unpriced Bill of Material (BOM) if stipulated in AITB.
- 6) Form 3 - Technical Specifications and Quality Assurance- Compliance: Bidder shall upload the required and relevant documents like technical data, literature, drawings, test Reports/ Certificates and or/ or Type Test Certificates (if applicable/ necessary) from NABL/ ILAC/ Government lab with supporting documents, to establish that the goods and incidental Works/ Services offered in the bid fully conform to the goods and Works/ Services specified by RailTel in the Tender Document. Bidder & OEM(s) both are required to sign Form 3 separately for compliance relating to all parameters of Technical Specifications & Quality Assurance. Any deviations should be listed in a format mentioned in Form-3.
- 7) Form 5 - Terms and Conditions- Compliance: Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a format mentioned in Form-5.
- 8) Form 6- Checklist for the Bidders. Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.
- 9) If stipulated in TIS/ AITB, duly signed Form 8: Integrity Pact (Not Applicable)

- 10) Form-9- Standing Indemnity Bond- Bidder shall submit the Standing Indemnity Bond along with bid (Not Applicable)
- 11) Form-10- Affidavit for credentials submitted by the bidder.
- 12) If stipulated in TIS/AITB, duly signed Form: 11 and Form: 12 or 13 (Not Applicable)
- 13) Any other format/ form if stipulated in tender or AITB or if considered relevant by the bidder.

#### **9.2.2 Financial bid/ Cover-2**

- 1) "Financial bid" shall comprise the Price Schedule (To be downloaded from e-tendering portal, filled and uploaded on e-tendering portal) considering all financially relevant details, including Taxes and Duties as per ITB-clause 6.3. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.
- 2) Priced Bill of Material (BOM), if stipulated in AITB.

#### **9.3 Bid Validity**

- 1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 90 days from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for RailTel, the bid validity shall automatically be deemed to be extended up to the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, RailTel may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically (through email). A bidder may agree to or reject the request. A bidder who has agreed to RailTel's request for extension of bid validity, in no case, shall be permitted to modify his bid.

#### **9.4 Bid Security/ Earnest Money Deposit (EMD)**

- 1) The tenderer shall deposit earnest money of amount as per TIS through the e-tendering portal. Bid security may be obtained in the form online payment through eNivida portal. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security shall be refunded to the successful bidder on receipt of a performance security and verification by RailTel.
- 2) In the case of two packet bidding, the bid security of unsuccessful bidders shall be returned within 30 days after the declaration of result of first stage i.e. technical evaluation.
- 3) The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee.
- 4) In lieu of Bid Security, MSE/startup Bidders shall furnish/ upload a Bid Securing Declaration (BSD) as Form 7: Documents Relating to Bid Security, along with its Technical bid. The BSD is required to protect RailTel against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.

- 4.1) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender of RailTel Corporation of India Ltd. for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
- a. withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - b. after having been notified within the period of bid validity of the acceptance of his bid by RailTel:
    - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
    - ii) fails or refuses to sign the contract.
- 4.2) Unsuccessful Bidders' Bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
- a. receipt by Bidder of RailTel's notification
    - i) of cancellation of the entire tender process or rejection of all bids; or
    - ii) of the name of the successful bidder; or
  - b. forty-five days after the expiration of the bid validity or any extension thereof
- 4.3) The Bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security after signing of the Agreement.

## **9.5 Non-compliance with these provisions**

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

## **10. Signing and Uploading of Bids**

### **10.1 e-Tendering Portal**

Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the e-Tendering Portal (hereinafter called the Portal). Bidders intending to participate in the bids shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions on the use of Portal than those mentioned under the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

### **10.2 Signing of bid**

The physically signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information.

### **10.3 Submission/ uploading of Bids.**

#### **10.3.1 Submission/ Uploading to the Portal**

- 1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as mentioned under TIS). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only Online on or before the deadline for the bid submission as notified in TIS.
- 3) Only one copy of the bid can be uploaded, and Bidder's authorized signatory shall physically/digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity.
- 4) Bidder need not sign or up-load the Schedules in ITB-clause 1.4 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) Bidder must upload scanned copies of originals (or self-attested copies of originals). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 6) Originals of uploaded documents as stipulated in TIS must also be physically submitted sealed in double cover within 7 days from the deadline for the bid submission at the venue mentioned in TIS and acknowledgement be obtained. Failure to do so is likely to result in the bid being rejected as non-responsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. RailTel reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Purchase Order (PO).
- 7) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet.
- 8) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. RailTel shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
- 10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of

the system generated submission summary to confirm successful bid upload.

- 11) RailTel may extend the deadline for bids submission by issuing an amendment, in which case all rights and obligations of RailTel and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- 12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

### **10.3.2 Implied acceptance of procedures by Bidders**

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

### **10.3.3 Late Bids**

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

## **10.4 Modification, Resubmission and Withdrawal of Bids**

### **10.4.1 Modification & Resubmission**

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

### **10.4.2 Withdrawal**

- 1) The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn.
- 2) No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, RailTel shall be within its right to forfeit the EMD or enforce Bid Securing Declaration as the case may be, in addition to other punitive actions provided in the Tender Document for such misdemeanor.

## **11. Bid Opening**

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of tender opening falls on a subsequently declared a holiday or closed day for RailTel, the Bids shall be opened at the appointed time on the next working day.

## **12. Evaluation of Bids and Award of Contract**

### **12.1 General norms**

#### **12.1.1 Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by RailTel. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

#### **12.1.2 Infirmary/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor**

- 1) An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
  - a. which affects in any substantive way the scope, quality, or performance of the product;
  - b. which limits in any substantive way, inconsistent with the Tender Document, RailTel's rights or the Bidder's obligations under the contract; or
  - c. Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
- 2) The decision of RailTel shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- 3) Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by RailTel, and these would become part of the contract.
- 4) RailTel reserves the right to accept or reject bids with any minor deviations. Wherever necessary; RailTel shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ email etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

#### **12.1.3 Clarification of Bids and shortfall documents**

- 1) During evaluation and comparison of bids, RailTel may, at its discretion, but without any obligation to do so, ask bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date. The request for clarification shall be given in writing by e-mail/registered/speed post, mentioning therein that, if the tenderer does not comply or respond by the date, its tender will be liable to be rejected.
- 2) No change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any Clarification submitted by a Bidder, regarding its Bid, that is not in response to a request by RailTel shall not be considered. No post-bid clarification at the initiative of the bidder shall be entertained.
- 3) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

#### **12.1.4 Contacting Procuring Entity during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact RailTel on any matter relating to the submitted bid. If a Bidder needs to contact RailTel for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence RailTel during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

### **12.2 Evaluation of Bids**

### **12.2.1 Preliminary Examination of Bids - Determining Responsiveness**

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required EMD/Bid Security Declaration (Form 7) has not been provided.
- 3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 4) The Goods offered are not eligible as per the provision of this tender.
- 5) Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- 6) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
- 7) The bid validity is shorter than the required period.
- 8) The bid departs from the essential requirements stipulated in the bidding document;
- 9) Against a schedule in Section VI: Schedule of Requirement, Bidder has not quoted the entire Goods as stipulated in that schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

### **12.2.2 The evaluation process in Single/ two Cover(s) and PQB Tenders**

- 1) Unless otherwise stated, this Tender Process is for single stage single/two cover(s).
  - i. If the TIS stipulate this to be a single stage two cover Tender process. initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
  - ii. If the TIS stipulate this to be a single stage single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation
- 2) If it is stipulated that this is the second stage of the two-stage tender Process or pre-qualified bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified bidders shall follow the same procedure as described above for two covers Tender Process.

### **12.3 Techno-commercial Evaluation**

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating

the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. RailTel reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2 provided these do not constitute material deviations without financial impact and do not grant the tenderer any undue advantage vis-à-vis other tenders and RailTel.

#### **12.3.1 Evaluation of eligibility**

RailTel shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause 3.2 and NIT-clause 3 above to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations & Undertakings by Bidder and in Form 1: bid Form. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

#### **12.3.2 Evaluation of Qualification Criteria**

RailTel shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensation, if any, for Start-ups as per ITB-Clause 4.3 above) as per submission in Form 4 and its Form 4.1. This determination shall, inter-alia, consider the Bidder's financial, technical and production or other prescribed capabilities for satisfying requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

#### **12.3.3 Evaluation of Conformity to Technical Specifications/ Quality Assurance**

RailTel shall evaluate schedule-wise conformity of the description, scope of supply, quantity, delivery schedules, terms of delivery, transportation of the offered goods to Section VI- Schedule of requirements as per submissions in Form 2: 'Schedule of Requirements - Compliance'. Technical specifications, drawings, quality assurance and other technical terms and conditions of the Bids shall be examined, as per Form 3: 'Technical Specifications and Quality Assurance - Compliance'. Unless otherwise stated in the TIS/ AITB, alternative offers/ makes/ models shall *not* be considered.

#### **12.3.4 Evaluation of Conformity to Commercial and Other Clauses**

Bidder must comply with all the Commercial and other clauses of the Tender Document as per submissions in Form 5. RailTel shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC-clause 8), Contractor's Obligations and Restrictions of its Rights (GCC-clause 10), Performance Security (GCC-clause 11), Warranty/ Guarantee (GCC-clause 16), Force Majeure (GCC-clause 23), Taxes & Duties (GCC-clause 26) and Code of Integrity (GCC-clause 30) will be deemed to be a material deviation.

#### **12.3.5 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids**

Bids that succeed in the techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. A date/time and venue for the opening of their financial bids shall be informed to all such bidders through email in accordance with ITB-clause 12.2.2 (1) as per the type of Tender Processes.

## 12.4 Evaluation of Financial Bids and Ranking of Bids

### 12.4.1 Ranking of Financial Bids

- 1) Unless otherwise stipulated in AITB, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
- 2) Unless otherwise stipulated in AITB, the comparison of the responsive Bids shall be on total outgo from RailTel's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, on CIP destination basis, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc., freight, transit Insurance, loading/ unloading/ stacking, insurance etc.
- 3) If any bidder offers conditional discounts/ rebates in his bid or suo motu discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
- 4) As per policies of the Government, from time to time, RailTel reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.
- 5) evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:
  - a. in the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;
  - b. The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. RailTel shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
  - c. If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
- 6) **Price Variation:** If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.
- 7) **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

### 12.4.2 Global Tender Enquiry (GTE, International Competitive Bidding) (Not Applicable)

If stipulated in the TIS/ AITB that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

#### 1) **Currency of Tender**

In GTE tenders, if permitted in AITB, the bid price maybe in foreign currencies, except for expenditure incurred in India (including incidental Works/ Services rendered in India and agency commission, if any) which should be stated in Indian Rupees.

## 2) Evaluation of Offers

- a. For financial evaluation, all Bids shall be converted to Indian Rupees at the Telegraphic Transfers (TT) selling rate on the date of opening of technical bid from a source (State Bank of India/RBI). The offers would be compared based on the principle of the total outgo from Procuring Entity's pockets, including all applicable taxes and duties (Customs duty, IGST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from RailTel's bankers) should also be loaded. Import of Goods or services or both attracts integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
- b. The bidders are to quote prices as stipulated in AITB.
- c. Unless otherwise stipulated, foreign bidders shall indicate the break-up of prices for freight, insurance, customs duty, port handling charges, clearing agency charges, related ITC(HS) code, IGST/ GST cess, related HSN code, as relevant to quoted price basis.

### 12.4.3 Evaluation Process in Tender cum e-Reverse Auction (Not Applicable)

If it is specified in TIS that this is a Tender cum e-Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal after the financial bid opening (declaration of L-1 landed price/ s), provided the number of valid bidders is not less than the stipulated number (3 if not specified). Unless otherwise stipulated in AITB, following procedure shall be followed as mentioned under ITB clause 12.4.4 below.

### 12.4.4 Procedure of e-Reverse Auction:(Not Applicable)

- a. The bids shall be processed through Two Stage Reverse Auction method, to be implemented through the e-tendering portal as mentioned under TIS.
- b. Two packets system shall be followed for the 1<sup>st</sup> stage of reverse auction, which means that Techno-commercial bid will be opened first, and the financial bids of only technically qualified bidders shall be opened.
- c. The financial bid of technically qualified bidders shall be opened on the date and time notified on the e-tendering portal. After opening of financial bids, reverse auction shall start. The tenderers who are eligible for the participation in the reverse auction process can view the reverse auction catalogue by logging into their account in the e-tendering portal identified for e-reverse auction in TIS.
- d. The lowest Initial Price Offer as submitted by the technically qualified bidders during the financial evaluation stage shall constitute the base price for starting the reverse auction. The base price shall be notified to the bidder.
- e. Selection of vendors for RA shall be as under:
  - i. 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.
  - ii. If the number of tenderers qualified are 3 to 6, only 3 tenderers shall be eligible for participating in RA.
  - iii. If the number of tenderers qualified are more than 6, only 50% of tenderers shall be eligible for RA (rounded off to next higher integer).
  - iv. In the event it is determined that all the tenderers qualified for e-reverse auction

represent the same Original Equipment Manufacturer (OEM), Tender Committee may increase the number of bidders for participation in e-Reverse Auction with proper justification to have fair and open competition amongst the bidders.

- v. 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 e-tendering portal for e-reverse auction shall be removed first, on the principle of last in first out, by the portal itself.
- f. Initial Cooling Off period shall be 2 hours.
- g. Auto Extension Period shall be 20 minutes.
- h. Minimum Decrement in percentage shall be 0.1% of Current Lowest Bid.
- i. Start time of e RA from the date of configuration of e RA in portal shall be minimum 72 hours.
- j. All Class-1 Local Suppliers eligible for benefits under Public Procurement Order (Preference to Make in India), found qualified for award of contract and are within the specified range of price preference of lowest initial price bid shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of initial price bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction as per para 5 above.
- k. All MSEs (Micro & Small Enterprises) found qualified for award of contract but could not be selected for Reverse Auction as per criteria stipulated in para 5 above, but are within the range of 15% of lowest initial Price Bid shall be permitted to participate in The Reverse Auction, irrespective of their inter-se ranking on the basis of initial Price Bid. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per para 5 above.
- l. During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest initial Price Offer.
- m. Once the reverse auction process is closed the lowest rate received in the reverse auction/financial offer will be evaluated. RailTel reserves the right to not 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 of referred unit rate for all SOR items, and contract shall be awarded considering preference to MSEs and Class-1 Local Suppliers as per the relevant policies of Government of India.
- n. In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.
- o. RailTel may discharge the tender at any stage without assigning any reason.
- p. 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 as mentioned under ITB 12.4.4 (6) 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, let's say at 12:40 Hrs and 12:55 Hrs, the Closing Time shall be extended by 30 minutes from the time of bid submission of the last bid i.e. upto 13:25 Hrs.

#### **12.4.5 Cartel Formation/ Pool Rates**

- 1) In case of divisible item(s), unless RailTel decides this to be a case of Cartel/ Pool Rates, if more

than one bidder quote the same total evaluated price, then RailTel reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders, based on considerations like performance/ financial capabilities, the distance of destination godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.

- 2) In the event of Non-divisible item(s), unless RailTel determines it to be a case of Cartel/Pool Rates, if more than one bidder quotes L1 price, the tie-breaker shall be conducted by comparing the cumulative turnover from operation in the previous three financial years and the current financial year. The contract shall be awarded to the tenderer with the highest cumulative turnover from operation in the previous three financial years and the current financial year.
- 3) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:
  - a. order any quantity on any one or more bidders without assigning any reason thereof; And/ or
  - b. consider it as a violation of the Code of Integrity and reject the bid(s) as non-responsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, RailTel also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to RailTel under the contract and Law.

#### **12.4.6 Reasonableness of Rates Received**

RailTel shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB- 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

#### **12.4.7 Consideration of Abnormally Low Bids**

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, RailTel shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

#### **12.4.8 Price Negotiation**

Usually, there shall be no price negotiations. However, RailTel reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post e-Reverse Auction process.

### **13. Award of Contract**

**13.1 RailTel's Rights**

**13.1.1 Right to Vary Quantities at the Time of Award**

At the time of contract award, RailTel reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in Section VI: Schedule of Requirements, provided this increase or decrease does not exceed 30 (thirty) percent of tendered quantity (or any other percentage indicated in the Tender Document/AITB).

**13.1.2 Parallel Contracts or Splitting of Award (Not Applicable)**

RailTel reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

- 1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.
- 2) However, if the Tender Document stipulates such parallel contracts/splitting, quantities would be distributed on eligible bidders as per the following formula. Such distribution/splitting of the tendered/procurable quantity and the quantity distributed will depend upon the differential of rates quoted by the tenderer in the manner detailed below:

<b>Price differential between eligible L1 &amp; L2</b>	<b>Quantity distribution ratio between eligible L1 &amp; L2</b>
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	If the difference between eligible L1 & L2 is more than 5%, splitting of the quantity shall be done among L1, L2 & L3 in proportion to 70:20:10.

- 3) While distributing as above, the purchaser shall offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s) by L1 or L2 or L3 tenderer, the purchaser shall further decide on the placement of order as detailed below:-
  - a. If L3 bidder does not accept the counter offer, the quantity allotted to him shall be redistributed additionally between L1 & L2 again as per the formula – Quantity in % of L1 \* Quantity in % of L3/ Quantity in % of total of L1+L2.
  - b. If L2 bidder does not accept the counter offer, the quantity allotted to him shall be redistributed additionally between L1 & L3 again as per formula- Quantity in % of L1 \* Quantity in % of L2/ Quantity in % of total of L2+L3.
  - c. If L1 does not accept the offer, the tender will be discharged.

**13.2 Award of Contract**

**13.2.1 Selection of Successful Bidder(s)**

RailTel shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable.

### **13.2.2 Purchase Order (PO)**

- 1) PO shall be issued to the successful Bidder through email, prior to the expiry of the period of bid validity. Communication of acceptance of offer is considered complete as soon as it is received and accepted by the bidder either on email of authorised person of bidder or physical acceptance of PO whichever is earlier. Hard copy will be sent by courier/ by Registered post/ by hand. All delivery liabilities would be counted from the date of issue of PO.
- 2) In respect of contract covering more than one region, RailTel will issue the Global Blanket PO to the contractor. In such case region wise POs shall be issued separately. However, all delivery liabilities would be counted from the date of issue of Global Blanket PO.
- 3) In case of RC, Blanket PO/Global Blanket PO will be issued and sub PO(s) will be issued subsequently. In such case, all delivery liabilities would be started from the date of issue of sub PO(s).

### **13.2.3 Performance Security**

- 1) Within 30 days (or any other period stipulated in AITB) of receipt of the Purchase Order, Performance Security as per TIS and as per details in GCC-11 shall be submitted by the contractor to RailTel.
- 2) In case, the successful tenderer does not submit the performance security within 30 days of issue of PO, a penal interest of 15% per annum shall be charged by RailTel for the delay period i.e. beyond 30 days from the date of issue of PO. The performance security shall cover warranty period as per the tender conditions.
- 3) If the contractor, having been called upon by RailTel to furnish Performance Security, fails to do so within the specified period, it shall be lawful for RailTel at its discretion to annul the award and forfeit the Bid Security or enforce Bid Securing Declaration (if Bid Securing Declaration was sought by RailTel from bidders in place of Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, RailTel shall cancel the procurement process.
- 5) In case, performance security is in the form of Bank Guarantee, it shall be issued by a commercial bank of India, in the prescribed form provided in Format 1.1.
- 6) Verification of the Bank Guarantee shall be carried out through SFMS (Structured Financial Messaging System) wherein a separate advice of the Bank Guarantee will invariably be sent by the Bank Guarantee issuing bank to RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. RailTel's Bank IFSC code, its branch and address shall be provided by RailTel to the successful contractor and the successful contractor shall advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
- 7) The details of RailTel's details for SFMS are as:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

#### **14. Grievance Redressal/ Complaint Procedure**

- 1) Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing by post or electronically through email, within 10 days of award of contract. The complaint shall be addressed to the tender inviting officer.
- 2) Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 3) The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the following topics explicitly excluded from such complaint process:
  - a. Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
  - b. Only a directly affected bidder can represent in this regard.
    - i. In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
    - ii. In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
  - c. Following decisions of RailTel shall not be subject to review:
    - i. Determination of the need for procurement.
    - ii. Complaints against specifications except under the premise that they are either vague or too specific to limit competition
    - iii. Selection of the mode of procurement or bidding system;
    - iv. Choice of the selection procedure.
    - v. Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
    - vi. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
    - vii. The decision to enter into negotiations with the L-1 bidder; and
    - viii. Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

#### **15. Code of Integrity in Public Procurement, Misdemeanors and Penalties**

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest

standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 30 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutatis mutandis during the pre-award tender process.

## 16. RailTel Region's details

Each Region is headed by Principal Executive Director (PED)/Regional General Manager (RGM)., Details of regions are given below.

SN	Region	Regional Offices	Address*	States
1.	Northern Region	New-Delhi	6th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.	Haryana, Rajasthan, Uttar Pradesh, Delhi, Jammu & Kashmir, Punjab, Madhya Pradesh, Himachal Pradesh, Uttarakhand.
2.	Eastern Region	Kolkata.	19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block - GN, Sector – V, Salt Lake City, Kolkata -700091.	West Bengal, Orissa, Bihar, Madhya Pradesh, Jharkhand, Assam, Tripura, Meghalaya, Manipur, Mizoram, Arunachal, Nagaland.
3.	Southern Region	Secunderabad	2nd Floor B-Block, Rail Nilayam, Secunderabad-500071.	Andhra Pradesh, Tamil Nadu, Karnataka, Kerala.
4	Western Region	Mumbai	Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013.	Gujarat, Maharashtra, Karnataka, Rajasthan, Madhya Pradesh, Goa, Chhattisgarh.

\*Updated address is available in the website of RailTel.

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## **Section III: Appendix to Instructions to Bidders (AITB)**

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

(Ref ITB-clause 1.4)

*Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.*

<b>Column 1</b>	<b>Column 2</b>
<b>ITB clauses</b>	
ITB 3.2.1, 3.2.5	JV/Consortium is not allowed in this tender
ITB 4.1	Under ITB 4.1.6 (MII policy), formation of JV for indigenisation is not mandatory for this tender.
ITB 4.3.2	The extent of relaxation in prior turnover and experience for Start-ups, is indicated in Section VIII
ITB 9.2.1 (3) (c)	Form 1.3: OEM's Authorization and Undertaking is applicable for this tender.

ITB 9.2.1 (3) (d)	Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs is applicable
ITB 9.2.2 (2)	Priced Bill of Material (BOM)
ITB 13.1.1	The intended % variation in quantity not exceeding 30%
ITB 14 (1)	The contact details of the RailTel official(s) to whom bidder can send their grievances for redressal either by post or through email: <ol style="list-style-type: none"> <li>1. Shri Niraj Kumar Singh, Jt. General Manager/TM/Kolkata, E-mail id: singhmk@railtelindia.com Mobile No.: 7044821050</li> <li>2. Shri Ritendu Maiti, General Manager/Project E-mail id: ritendumaiti@railtelindia.com Mobile No.: 9007044104</li> </ol>

## **Section IV: General Conditions of Contract (GCC)**

### **1. Tenets of Interpretation**

Unless where the context requires otherwise, throughout the contract:

- 1.1 The heading of these conditions shall not affect the interpretation or construction thereof.
- 1.2 Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 1.3 Words in the singular include the plural and vice-versa.
- 1.4 Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.5 Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or as the case may be.
- 1.6 Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- 1.7 Any generic reference to GCC shall also imply a reference to SCC as well.
- 1.8 In case of conflict, provisions of SCC shall prevail over those in GCC.
- 1.9 Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 6.
- 1.10 Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.

### **2. Definitions**

In the contract, unless the context otherwise requires:

- 2.1 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;
- 2.2 "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
- 2.3 "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered allied firms.
- 2.4 "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions

set out in a document inviting such offers.

- 2.5 "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- 2.6 "Bill of Quantities/Schedule of Requirement" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- 2.7 CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region"
- 2.8 "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.
- 2.9 "Consignee" means the person to whom the goods are required to be delivered as stipulated in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.
- 2.10 "Contract" (including the terms 'Purchase Order' or 'Letter of Acceptance' – (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor or a 'formal agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between RailTel and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- 2.11 "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by RailTel), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract. The heading of these conditions shall not affect the interpretation or construction thereof.
- 2.12 "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 2.13 "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;
- 2.14 "General Conditions" mean the General Conditions of Contract, also referred to as GCC.
- 2.15 "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, materials, consumables, spare parts, assemblies, sub-assemblies, accessories, a group of machineries comprising of an integrated production process or such other category of goods or intangible, products like software, technology transfer, licenses, patents or other intellectual properties purchased. The term also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance;

- 2.16 "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;
- 2.17 "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- 2.18 "Inspecting Officer" means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;
- 2.19 "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 2.20 "Parties": The parties to the contract are the "Contractor" and RailTel, as defined in this clause;
- 2.21 "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee (PBG)' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- 2.22 "Place of Delivery" the delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer (If provided in the contract) at following places as per the terms and conditions of the contract -
- 2.22.1 The consignee at his premises; or
- 2.22.2 Where so provided the interim consignee at his premises, or
- 2.22.3 A carrier or other person named in the contract for the purpose of transmission to the consignee, or
- 2.22.4 The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 2.23 "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 2.24 "Procuring Entity" means RailTel Corporation of India Limited.
- 2.25 "Procurement Officer" means the officer signing the Purchase Order/ Letter of Acceptance and/or the contract on behalf of the procuring Entity;
- 2.26 "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and Territories.
- 2.27 "Signed" means ink signed and stamped or digitally signed with a valid Digital Signature as per

IT Act 2000 (as amended from time to time).

- 2.28 "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
- 2.29 "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;
- 2.30 "Supply Order/Purchase Order/Letter of Acceptance" means an order for supply of stores and includes an order for performance of service;
- 2.31 "Special Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
- 2.32 "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract. "Specifications" shall also include all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications or any other specification as specified in tender. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.
- 2.33 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- 2.34 "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": 'Tender Process' is the whole process from the publishing of the Tender Document till the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by RailTel to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.
- 2.35 "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.
- 2.36 "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the contract or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- 2.37 "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
- 2.38 "Unit" and "Quantity" means the unit and quantity specified in the contract.

### **3. Document Conventions**

All words and phrases defined in GCC-clause 4 are written as 'Capitalised word' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Goods' shall indicate definition as given in the GCC while 'goods' shall have usual dictionary meaning.

#### 4. Abbreviations

AITB	Appendix to Instructions to Bidders
BOQ	Bill of Quantities (Excel sheet of Price Schedule)
BSD	Bid Securing Declaration
CGST	Central Goods and Services Tax
CPPP	Central Public Procurement Portal
CIP	Carriage & Insurance Paid To
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate
e-RA	Electronic Reverse Auction
EFT/ NEFT	(National) Electronic Funds Transfer
ERV	Exchange Rate Variation
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GRN	Goods Receipt Note
GST	Goods and Services Tax
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
ITC (HS)	Indian Tariff Classification (Harmonized System)
LOA	Letter of Acceptance
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
MSMED	MSME Development (Act)
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PVC	Price Variation Clause
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	(Indian) Penal Code
PO	Purchase Order
PQB	Pre-Qualification Bidding
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract
SOR	Schedule of Rates
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

## **5. The Contract**

### **5.1 Language of Contract**

Unless otherwise stipulated in SCC, the contract shall be written in English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in English. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

### **5.2 The Entire Agreement**

This Contract and its documents (referred to in GCC-clause 6 below) constitutes the entire agreement between RailTel and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

### **5.3 Severability**

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

### **5.4 Parties**

Having the same meaning as defined under GCC-clause 2.20.

## **6. Contract Documents and their Precedence**

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 6.1 Valid and authorized Amendments issued to the contract.
- 6.2 The Letter of Award (PO/LOA)
- 6.3 Final written submissions made by the contractor during negotiations, if any;
- 6.4 The SCC
- 6.5 The GCC
- 6.6 The contractor's bid;
- 6.7 Any other document listed in the SCC as forming part of this Contract.
- 6.8 Integrity Pact if any

## **7. Modifications/ Amendments, Waivers and Forbearances**

### **7.1 Modifications/ Amendments of Contract**

- 7.1.1 If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by RailTel, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by RailTel. Requests for changes and modifications may be submitted in writing by the contractor to RailTel. At any time during the currency of the contract, RailTel may suo-moto or, on request

from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

- 7.1.2 If the contractor does not agree to the suo-moto modifications/ amendments made by RailTel, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- 7.1.3 Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on RailTel unless and until the same is incorporated in a formal instrument and signed by RailTel, and till then RailTel shall have the right to repudiate such arrangements.

## **7.2 Waivers and Forbearances**

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 7.2.1 Any waiver of RailTel's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of RailTel granting such waiver and must specify the terms under which the waiver is being granted.
- 7.2.2 No relaxation, forbearance, delay, or indulgence by RailTel in enforcing any of the terms and conditions of this Contract or granting of an extension of time by RailTel to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of RailTel under this Contract, neither shall any waiver by RailTel of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

## **8. Governing Laws and Jurisdiction**

### **8.1 Governing Laws and Jurisdiction**

- 8.1.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 8.1.2 Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the PO/LOA has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

### **8.2 Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

## **9. Communications**

## **9.1 Communications**

- 9.1.1 All communications under the contract shall be served by the parties on each other in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with e-tendering portal and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
- 9.1.2 The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 9.1.3 No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
- 9.1.4 Such communications would be an instruction or a notification or an acceptance or a certificate from RailTel, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

## **9.2 The person signing the Communications**

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 9.2.1 The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, RailTel reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to RailTel for all costs and damages arising from such remedies.
- 9.2.2 Unless otherwise stipulated in the contract, the Procurement Officer signing the contract or its representative shall administer the contract and sign communications on behalf of RailTel. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

## **9.3 Address of the parties for sending communications by the other party**

- 9.3.1 For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:
- 9.3.1.1 The address/email of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to RailTel. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address/email in the manner aforesaid, and

- 9.3.1.2 The address/email of RailTel shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of RailTel presently dealing with the contract.
- 9.3.1.3 In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, RailTel and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

## **10. Contractor's Obligations and restrictions on its Rights**

### **10.1 Restriction on Potential Conflict of Interests**

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 10.1.1 during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
- 10.1.2 after the termination of this Contract, such other activities as may be stipulated in the contract.

### **10.2 Consequences of a breach of Obligations**

- 10.2.1 Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 10, the Contractor shall remedy such breaches within 21 days, keeping RailTel informed. However, at its discretion, RailTel shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of RailTel as to any matter or thing concerning or arising out of GCC-clause 10 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.
- 10.2.2 The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

### **10.3 Assignment and Sub-contracting**

- 10.3.1 The contractor shall not, save with the previous consent in writing of RailTel, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 10.3.2 The contractor shall notify RailTel in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not

circumvent Contractor's compliance with its obligations under GCC-clause 10, based on which the contract was awarded to him.

- 10.3.3 If the Contractor sublets or assigns this contract or any part thereof without such permission, RailTel shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

#### **10.4 Indemnities for breach of IPR Rights**

10.4.1 The contractor shall indemnify and hold harmless, free of costs, RailTel and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

10.4.1.1 any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of RailTel.

10.4.1.2 the installation of the Goods by the contractor or the use of the Goods at RailTel's Site

10.4.2 Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

10.4.2.1 other than for the purpose indicated by or to be reasonably inferred from the contract

10.4.2.2 in association or combination with any other equipment, plant, or materials not supplied by the contractor.

10.4.3 If any proceedings are brought, or any claim is made against RailTel arising out of the matters referred above, RailTel shall promptly give the contractor a notice thereof. At its own expense and in RailTel's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping RailTel informed.

10.4.4 If the contractor fails to notify RailTel within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then RailTel shall be free to conduct the same on its behalf at the risk and cost to the contractor.

10.4.5 At the contractor's request, RailTel shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

#### **10.5 Confidentiality, Secrecy and IPR Rights**

##### **10.5.1 IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and

remain the property of RailTel and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without RailTel's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to RailTel, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

#### **10.5.2 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of RailTel to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of RailTel and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by RailTel, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

#### **10.5.3 Secrecy**

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

### **10.6 Obligations of the contractor**

10.6.1 Without RailTel's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

10.6.2 The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of RailTel, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

10.6.3 Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from RailTel to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

10.6.4 The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

10.6.4.1 the contractor needs to share with the institution(s) participating in the financing of the contract;

10.6.4.2 now or hereafter is or enters the public domain through no fault of Contractor;

- 10.6.4.3 can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from RailTel; or
- 10.6.4.4 otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- 10.6.5 The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- 10.6.6 The provisions of this clause shall survive completion or termination for whatever reason of the contract.

### **10.7 Changes in Constitution/ financial stakes/ responsibilities of a Contractor**

The Contractor must proactively keep RailTel informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- 10.7.1 Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon on of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- 10.7.2 On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, terminate the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- 10.7.3 If the contract is not terminated as provided in Sub-clause 10.7.2 above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

## **11. Performance Security**

- 11.1 Within 30 (thirty) days (or any other period mentioned in Tender Document or contract) after the issue of Purchase Order by RailTel, the contractor shall furnish to RailTel, performance security @10% of the contract value including GST, valid up to ninety (90) days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO.
- 11.2 The amount of Performance security shall be as stipulated in Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
  - 11.2.1 Unless otherwise stipulated in Tender Document or Contract, Performance Security

may be furnished in the form of account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee (including e-bank guarantee) issued from any of the commercial bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respects.

- 11.2.2 Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.1, allowing claim period of one year (in the event of forfeiture of the bank guarantee) on top of the guarantee period.

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

BG advising message – IFN 760COV/ IFN 767COV via SFMS

To mandatorily send the Cover message at the time of BG issuance.  
IFSC Code of ICICI Bank to be used (ICIC0000007).  
Mention the unique reference (RAILTEL6103) in field 7037

- 11.2.3 Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.

Bank Account details:

Account Number: 401601010519491  
IFSC Code: UBIN0540161  
Bank & Branch Name: Union Bank of India, Chowringhee Road Branch  
Account Holder Name: RailTel Corporation of India Ltd.

- 11.2.4 In case of submission of Security Performance in form of FDR then lien should be created in favour of "RailTel Corporation of India Ltd.

- 11.3 If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for RailTel at its discretion

- 11.3.1 to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or without terminating the Contract:

- 11.3.2 without terminating the Contract:

11.3.2.1 recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with RailTel or the Government or any person contracting through the RailTel Corporation of India Ltd or otherwise howsoever as per GCC-clause 27.4.2 or

11.3.2.2 treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

- 11.4 In the event of any amendment issued to the contract, the contractor shall furnish suitably

amended value and or validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.

- 11.5 RailTel shall be entitled, and it shall be lawful on his part,
- 11.5.1 to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
- 11.5.2.1 any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the RailTel Corporation of India Ltd or any part thereof
- 11.5.2.2 for any loss or damage recoverable from the contractor which RailTel may suffer or be put to for reasons of or due to above defaults/ failures/ neglect and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that RailTel shall be entitled, and it shall be lawful on its part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
- 11.6 Subject to the sub-clause above, RailTel shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations and receiving of PBG against the AMC contract (if AMC is part of the contract).
- 11.7 No claim shall lie against RailTel regarding interest on cash deposits or Government Securities or depreciation thereof.
- 11.8 If the contractor, having been called upon by RailTel to furnish Performance Security, fails to do so within the specified period, it shall be lawful for RailTel at its discretion to annul the award and forfeit the Bid Security or enforce Bid Securing Declaration (if Bid Securing Declaration was sought by RailTel from bidders in place of Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 11.9 In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG) – an international convention regulating international securities.

## **12. Permits, Approvals and Licenses**

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, RailTel shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

### **12.1 Book Examination Clause**

If explicitly invoked in the SCC/contract, RailTel reserves the right for 'Book Examination' as follows:

- 12.1.1 the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.
- 12.1.2 the contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertaining the cost of performance of Contract. The authorised Government Officer shall have power, mutatis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities.
- 12.1.3 If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, RailTel shall have the right to reduce the price and determine the amount to a reasonable level.
- 12.1.4 The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause 12.1.1 above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of RailTel, which would be final and binding on the contractor and his agencies.

### **13. Custody and Return of RailTel's Materials/ Equipment/ Documents loaned to Contractor**

- 13.1 Unless stipulated in the SCC/contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.
- 13.2 The contractors shall sign receipts for all tools, plants and materials or other assets/ properties made over to him by RailTel. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified RailTel to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
- 13.3 These assets shall remain the property of RailTel, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff,

workmen or agents.

- 13.4 Where the contractor insures such assets against loss or fire at the request of RailTel, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid
- 13.5 The Contractor shall return all such assets in good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by RailTel, whose decision shall be final and binding.

## **14. Labour Codes and Related Obligations**

*This clause shall be applicable only if it is specifically indicated to be applicable in SCC.*

### **14.1 Independent Contractor**

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The Contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the RailTel Corporation of India Ltd, simply by Services delivered under this Contract.

### **14.2 Obligations of the contractor under Labour Codes and Rules**

- 14.2.1 In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of RailTel or Consignee, the contractor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify RailTel from and against any claims under the aforesaid Labour codes and the Rules.
- 14.2.2 The Contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, RailTel shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- 14.2.3 In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- 14.2.4 The Contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. Notwithstanding the contract's provisions to the contrary, the Contractor shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his

Sub-Contractors in connection with the said contract as if he had immediately employed the labour. RailTel shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

- 14.2.5 In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, RailTel is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of RailTel due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules. RailTel shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of RailTel under the aforesaid Labour codes and the Rules, RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by RailTel to the contractor whether under the contract or otherwise. RailTel shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving RailTel complete security for all costs, RailTel might become liable in contesting such claim. The decision of RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

## **15. Scope of Supply and Technical Specifications**

### **15.1 The Scope of Supply**

- 15.1.1 This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.
- 15.1.2 **Incidental Works/ Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Training etc.) as an integral part of the Goods in the contract.

### **15.2 Technical Specifications and Standards**

- 15.2.1 The Goods & incidental Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification and Quality Assurance' under Sections VII of the Tender Document or as stipulated in the contract. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by RailTel. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.

- 15.2.1.1 Entirely brand new, unused, and incorporate all recent improvements in design and

materials unless prescribed otherwise by RailTel in the contract.

- 15.2.2.2 conform to materials, manufacture and workmanship as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any.

### **15.3 Samples**

- 15.3.1 Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores, in which case the provisions of Clause 29 shall apply as far as applicable.
- 15.3.2 Unless otherwise provided in the SCC or contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test shall be taken back by the contractor at his own cost from the location where the sample was submitted by the contractor.
- 15.3.3 Marking- Samples submitted shall be clearly labelled with the Contractor's name and address and the acceptance of tender number.
- 15.3.4 If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.
- 15.3.5 Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
- 15.3.6 The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.
- 15.3.7 Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be

supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample

#### **15.4 Quantity Tolerance**

15.4.1 Unless otherwise stipulated in SCC or contract, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.

#### **15.4.2 Eligible Goods - Country of Origin and Minimum Local Content**

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to a) restrictions on certain countries with land-borders with India; b) minimum local content and location of value addition (Make in India Policy); c) Contractor's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied. For purposes of this Clause, the term 'Goods' shall have the meaning as defined in GCC-clause 2.15.

#### **15.5 Option Quantity Clause**

If specifically mentioned in SCC, RailTel shall reserve the right, but without any obligation to do so, to increase the ordered quantity upto a percentage specified in SCC (or 30% if not specified) at any time at the same rate, till the final delivery date (including date of installation and commissioning, if any) of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

#### **15.6 Spare parts in Supply of Goods**

15.6.1 If SCC declares, the contractor shall supply/ provide any or all of the following materials, information etc. about spare parts manufactured and/ or supplied by them:

15.6.1.1 The spare parts as selected by RailTel to be purchased from the contractor, subject to the condition that such purchase of the spare parts shall not relieve the contractor of any contractual obligation including warranty obligations; and

15.6.1.2 The Tenderer shall warrant that spare parts for the system would be available for minimum of 8 years from the date of supply/commissioning (in case of I&C).

15.6.1.3 Tenderer shall give at least one year advance intimation regarding stoppage of production of spares for the installed equipment besides ensuring their availability for a minimum period of 8 years.

15.6.2 The contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods so that the same is supplied to RailTel promptly on

receipt of the order from RailTel.

## **16. Warranty/Guarantee**

The following warranty/Guarantee clause shall apply:

- 16.1 The contractor hereby covenants that it is a condition of the contract that all Goods supplied to RailTel under this contract shall be free of all defects and faults arising from design, materials or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
- 16.2 Unless otherwise indicated in the contract, the contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for the period specified in Section VII, Technical Specifications and Quality Assurance from the date of commissioning of all Goods (in case of installation and commissioning) or for the period specified in Section VII, Technical Specifications and Quality Assurance after from the date of complete supply in case installation and commissioning is not involved.
- 16.3 Obligations of the contractor under the warranty clause shall survive even though:
  - 16.3.1 The Goods may have been inspected, accepted, installed/ commissioned and paid for by RailTel.
  - 16.3.2 The contract is terminated for any reason whatsoever.
- 16.4 RailTel shall promptly notify in writing to the contractor, if during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of RailTel in that behalf being final and conclusive).
- 16.5 Upon receipt of such notice, the contractor shall, within 48 hours (or within any other period, if stipulated in SCC/contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on RailTel for such replaced parts/ Goods after that.
- 16.6 A penalty of 0.5% (half per cent) of Unit Price of the product for all quantities delayed shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security. Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of Performance Security. Seller shall be liable to re-imburse the cost of such service / rectification to RailTel.
- 16.7 In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.
- 16.8 If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the tender/contract), it shall amount to breach of Contract for default under GCC-clause-29.1 to 29.4, and RailTel shall avail any or all remedial action(s) thereunder.

## **17. Additional Conditions for Rate Contracts (Not Applicable)**

If SCC stipulates explicitly that this is a "Rate Contract" for the supply of the Goods outlined in the Contract for the period specified under SCC, then the following additional Contract Conditions shall be applicable:

### **17.1 Quantity Contracted-for**

17.1.1 The Rate Contract is only a standing offer from the Contractor. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.

17.1.2 RailTel undertakes to place the supply orders for Goods detailed in the Contract at the terms and prices mentioned therein.

### **17.2 Applicability of Fall Clause**

The provisions available under GCC-clause 25 pertaining to Fall Clause shall be expressly applicable to Rate Contracts.

### **17.3 Supply Orders and Deliveries**

17.3.1 Supply orders for obtaining supplies through the rate contract, incorporating a definite quantity of Goods along with all other required conditions following the rate contract terms, shall be issued by the RailTel to place such Supply orders directly on the Contractor.

17.3.2 The Contractor shall deliver the quantities thus ordered as per the terms and conditions of the Rate Contract.

17.3.3 RailTel is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders shall be affected beyond the validity period of the rate contract, all such supply shall be guided by the terms & conditions of the rate contract.

### **17.4 Monetary limits for Rate Contract**

Order(s) will be placed up to the upper threshold value of Rate Contract.

### **17.5 Right to repeat competitive bidding**

17.5.1 RailTel reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions, including specifications during the validity period of existing valid R/Cs.

17.5.2 In such cases, the existing R/C holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided.

17.5.3 If the prices received are found lower than the existing R.C. prices, new R/Cs may be awarded at reduced prices.

17.5.4 Existing R/Cs at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause (GCC-clause 25).

### **17.6 Short-closing or Renegotiation of the Rate Contract**

During the currency of the Rate Contract, RailTel can short-close the rate contract or renegotiate the

price by serving a suitable notice of thirty days.

## **17.7 Renewal of Rate Contracts**

In case it is not possible to conclude new rate contracts before the expiry of existing ones, due to some exceptional reasons, the existing rate contracts would be extended with identical terms, conditions etc., for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, shall be left out. The period of such extension would generally not be more than One year.

## **18. Inspection and Quality Assurance**

### **18.1 Tests and Inspections**

- 18.1.1 Inspections and tests shall be carried out as specified in the 'Technical Specification and Quality Assurance' (Section VII).
- 18.1.2 Pre-shipment/ pre-dispatch inspection of ordered goods shall be carried out at manufacturer's premises by RailTel's authorized representative/ 3<sup>rd</sup> party authorized by RailTel to confirm their conformity to the contract specifications and other quality assurance details incorporated in the contract. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3<sup>rd</sup> party inspection if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ tenderer, free of cost.
- 18.1.3 As soon as a consignment is getting ready, the contractor shall submit a request for inspection to the Inspecting Officer and RailTel. The Inspecting Officer shall inform the contractor in writing of its programme for such inspection and the officials' identity to be deputed for this purpose. The contractor shall submit details of test procedures, test programme, test parameters together with permitted values, etc. in FAT (Factory Acceptance Test) document, before inspection call for approval by RailTel. The inspection shall be carried out as per the approved FAT document.
- 18.1.4 Under exceptional circumstances, if it is not possible to carry out pre-dispatch inspection at Manufacturer's premises, exemption for the same shall be obtained from competent authority (HOD of the indenting department/procuring department). In this case, the material shall be accepted based on the supplier's internal test (Factory test) report and physical inspection in the contractor's ware house before dispatch. In case of equipment, the functional test may also be conducted in NOC/CNOC of RailTel by the nominated executives of RailTel. The contractor shall provide the offered product at NOC/CNOC at their own cost.
- 18.1.5 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to the contractor's account.
- 18.1.6 Under no circumstances does the Inspecting officer have the authority to modify the governing specifications, approved drawings, or samples during inspection without RailTel's approval.
- 18.1.7 Inspection report shall be signed jointly by the inspecting officer and contractor's

representative. In case of failure of the firm to jointly sign the inspection report, the inspecting officer shall sign the inspection report which shall be final and binding on the contractor.

## **18.2 Consequence of Rejection**

Upon the Goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at a place other than the premises of the contractor, RailTel shall be at liberty to:

- 18.2.1 Demand that such stores shall be removed by the contractor at his cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. Provided that the Inspecting Officer may call upon the contractor to remove dangerous, infected, or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this regard shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor or dispose off such rejected Goods as per clause below save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon. The Contractor shall bear all cost of such replacement, including taxes and freight, if any, on replacing Goods without being entitled to any extra payment on that or any other account.
- 18.2.2 All rejected Goods shall, in any event, and circumstances remain and always be at the contractor's risk immediately on such rejection. If the contractor does not remove such Goods within the periods aforementioned, RailTel /inspecting officer, as the case may be as per the place of rejection, may remove the rejected Goods. RailTel or Inspecting Officer may either return the same to the contractor at his risk and cost by such mode of transport as it may decide or dispose off such Goods at the contractor's risk and on his account and retain such portion of the proceeds from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). RailTel shall, in addition, be entitled to recover from the contractor ground rent/ demurrage charges on the rejected Goods after the expiry of the time-limit mentioned above.
- 18.2.3 Disposal of rejected goods in an aforesaid manner shall not exonerate contractor but still hold him liable to pay to RailTel, the dues as may arise as per the terms of contract besides the cost of goods if already paid to the contractor and any inspection charges. The Purchaser can take action as per contract terms if the contractor fails to pay the amount due to him.

## **18.3 Inspections at the last moment**

- 18.3.1 If the contract stipulates pre-despatch inspection of the ordered Goods at Contractors premises, he shall put up the Goods for inspection well ahead of the delivery period to complete the inspection within that period.
- 18.3.2 In cases where only a portion of the Goods ordered is tendered for inspection at the last moments of the delivery period and also in cases where inspection is not

completed in respect of the portion of the Goods tendered for inspection during the delivery period, the inspector shall carry out the inspection and complete the formality beyond the contractual delivery period at the specific written request by and at the risk and expense of the contractor. The fact that the Goods have been inspected after the contractual delivery period shall not amount to keeping the contract alive, and this shall be without any prejudice to the legal rights and remedies available to RailTel under the terms & conditions of the contract.

- 18.3.3 If the Goods tendered for inspection during or at the last moments of the delivery period are not found acceptable after carrying out the inspection, RailTel is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If the Goods tendered for inspection are found acceptable, RailTel may grant an extension of the delivery period subject to conditions mentioned in GCC-clause 21.9 below.

#### **18.4 Consignee's right of Rejection of Inspected Goods**

- 18.4.1 Goods accepted by RailTel and/ or its inspector at the initial inspection and final inspection in terms of the contract shall in no way dilute RailTel's right to reject the same later if found deficient concerning 'Technical Specifications and Quality Assurance'.
- 18.4.2 Notwithstanding any approval which the Inspecting Officer may have given in respect of the Goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of RailTel, to inspect, test and, if necessary, reject the Goods or any part, portion or consignment thereof, after the Goods' arrival at the final destination within a reasonable time after actual delivery thereof to him at the place of destination stipulated in the contract, if such Goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

*Note: Regarding materials pre-inspected at the firm's premises during manufacture or before delivery or dispatch, the consignee shall issue rejection advice within 90 days from the date of receipt.*

#### **18.5 Facilities for test and Examination**

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

## **18.6 Cost of Test**

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

## **18.7 Delivery of Stores for Test**

The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

## **18.8 Liability for Costs of Special or Independent Test**

In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

## **18.9 Method of Testing**

The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

## **18.10 Powers of Inspecting Officer- The Inspecting Officer shall have the power**

- 18.10.1 Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- 18.10.2 To reject any stores submitted as not being in accordance with the particulars.
- 18.10.3 To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit", he is satisfied that the same is unsatisfactory.
- 18.10.4 The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

## **18.11 Charges for Work Necessary for Completion of the Contract**

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

## **18.12 Responsibility of the Contractor for Executing the Contract**

Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee.

## **18.13 Progress Reports**

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

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

## **19. Insurance**

19.1 The contractor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:

19.1.1 The contractor shall be responsible until the entire Goods contracted arrive in good condition at destination and handed over to RailTel. The contractor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser. 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 RailTel for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

19.1.2 The Contractor should ensure the stores brought to site, against risk in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

## **20. Receipt of Consignment**

### **20.1 Preliminary Acknowledgement**

At the time of the delivery at the destination, the consignee shall receive the Goods on a "subject to inspection and acceptance in terms of contract" basis and shall issue the preliminary receipt to acknowledge having received the claimed quantity (not the quality) of consignment.

## **20.2 Goods/ Service Receipt Note (GRN)**

If the received consignment successfully passes the quantity and physical quality checks, the consignee shall generate a Goods Receipt Note (GRN).

## **20.3 Rejection of Consignment by the Consignee**

If the received consignment or part thereof fails to pass the physical quality checks, RailTel shall issue a Rejection Note, noting the reasons for rejection. The Paying Authority shall recover any part payment paid for the rejected consignment. The Contractor shall take back the rejected consignment as per GCC-clause 18.2, above within 21 days unless otherwise stipulated in the contract.

## **20.4 Short Receipt Certificate**

If the quantity received is less than claimed/ invoiced, GRN shall be issued only for the received quantity.

# **21. Terms of Delivery and delays**

## **21.1 Effective Date of Contract**

The effective date of the contract shall be the date on which PO/LOA has been signed by RailTel or the effective date mentioned in the contract. If the procurement entity receives no communication from the contractor within 14 days of the date signed by RailTel then it will be treated as accepted by the contractor.

## **21.2 Time is the essence of the contract**

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

## **21.3 Destination Places**

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract or Section VI – Schedule of Requirements.

## **21.4 Terms of Delivery**

21.4.1 Terms of delivery shall determine the point at which the responsibilities and property in goods passes over from the contractor to RailTel. These terms also determine the time of delivery.

21.4.2 the contractor shall deliver C.I.P. destination basis at the place/ places as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered not later than the dates stipulated in the contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the consent of the consignee.

21.4.3 The contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to RailTel to extend the delivery period and obtain the same before despatch. If the contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against RailTel.

- 21.4.4 The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.
- 21.4.5 **Failure and Termination:** - If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -
- 21.4.5.1 recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or
- 21.4.5.2 Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.
- 21.4.5.3 Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

## **21.5 Part Supplies**

The Contractor shall not arrange part-shipments and/ or transshipment if not stipulated in the contract without the express/ prior written consent of RailTel.

## **21.6 Notification of Delivery**

Notification of delivery or dispatch regarding every instalment shall be made to the consignee and to procuring department on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of every instalment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the Goods on arrival at destination.

## **21.7 Dispatches at the last moment or after the expiry of the delivery**

- 21.7.1 If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of RailTel under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/period from RailTel.

- 21.7.2 As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.
- 21.7.3 In the case of imports, the contractor must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied. If dispatched, it shall be at the risk and responsibility of the contractor and procuring entity shall not take any responsibility for such consignments.

## **21.8 Delay in the contractor's performance**

If the contractor fails to deliver the Goods or any instalment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, RailTel may without prejudice to his other rights:

- 21.8.1 recover from the contractor liquidated damages as per clause 22 below, or
- 21.8.2 treat the delay as a breach of contract as per clause 22 below and avail all the remedies therein.

## **21.9 Extension of Delivery Period**

21.9.1 If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform RailTel in writing about the same and its likely duration. He must make a request to RailTel for an extension of the delivery schedule. On receiving the contractor's communication, RailTel shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

21.9.2 **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

21.9.2.1 **Liquidated Damages:** RailTel shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

21.9.2.2 **Denial Clause:**

21.9.2.2.1 No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered

after the said date; and

- 21.9.2.2.2 Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
- 21.9.2.2.3 Nevertheless, RailTel shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

## **22. Liquidated damages**

- 22.1 Subject to GCC-clause 21.9 , if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or training) within the time frame(s) incorporated in the contract, RailTel shall, without prejudice to other rights and remedies available to RailTel under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance. The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 21.9.2.2, shall also apply.
- 22.2 Any failure or delay by any sub-contractor, though their employment may have been sanctioned under GCC-clause 10.3 above, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.
- 22.3 In contracts governed by any type of variation (PVC, ERV or statutory variations), LDs will be applicable on the price as varied by the operation of the PVC. LDs accrue only in case of delayed supplies. Where or in so far as no supplies have been made under a contract, upon cancellation, recovery of only the loss occasioned thereby can be made, notwithstanding the fact that prior to the cancellation one or more extensions of the delivery period with reservation of the right to LD are granted.

## **23. Force Majeure**

- 23.1 On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by RailTel in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by

the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

- 23.2 Notwithstanding the remedial provisions contained in GCC-clause 22 or 29, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

## **24. Prices and Payments**

### **24.1 Charged Prices**

Prices to be charged by the contractor for the supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.

### **24.2 Controlled Prices**

24.2.1 The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

24.2.2 **Penalties for overcharging:** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for RailTel to:

- 24.2.2.1 annul the award and treat it as a misdemeanor as per the contract and take any or all punitive remedies available thereunder, or
- 24.2.2.2 without annulling the award, take action as per GCC-clause 27.4.2 to recover the overcharged amount, or
- 24.2.2.3 treat it as a breach of contract as per GCC-clause 29 and avail any or all remedies thereunder.

### **24.3 Price Components and Incidental Works/ Services**

Unless otherwise stated in the contract, RailTel shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery. Spares would not be paid for unless the primary Goods are received.

## 24.4 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If a Price Variation Clause, an Exchange Rate Variation Clause, or any other variation clause is included, such up and down variations shall also be payable as per clause 27.3 below.

## 24.5 Price Variation Clause (Not Applicable)

In case the contract provides for a Price Variation Clause or Exchange Rate variation clause or variation on any other account under SCC, the price shall be subject to adjustment as per such clauses, only during the original Delivery Period, subject to the following:

- 24.5.1 Any increase due to such variations during the extended delivery period, beyond the original delivery period, shall not be paid by RailTel; however, it shall be entitled to any reduction during this period under the GCC-clause 21.9.2.2 (Denial Clause).
- 24.5.2 Taxes and duties, if any, chargeable and payable on the Goods shall be charged on the net price after variations.
- 24.5.3 While claiming payments where such variations are applicable, the contractor must submit its calculations for each invoice, even if the payment on account of these variations is nil. Prices reduction due to such variations must be passed on to RailTel.
- 24.5.4 **No Other Claim due to Variations:** With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.
- 24.5.5 the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula applicable. Such formulas are mentioned under GCC-clause 24.5.8. The amount payable on account of Price variation shall be settled every quarter.
- 24.5.6 Base Month and Quarter: Unless otherwise stipulated in the contract, the Base Month for 'Price Variation Clause' shall be taken as the month before the month of the last date of bid submission, if any, unless otherwise stated elsewhere. The Quarter for applicability of PVC shall commence from the month following the Base Month. The applicability of Price Variation shall be the month before the month in which delivery has been made. The Quarter for consideration for applicability of Price Variation shall end on the month previous to the month in which delivery has been made.
- 24.5.7 If Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery of price variation.

### 24.5.8 PVC Formula

A. Signalling Copper Cables:

1. Signalling Copper Cables:

$$P_i = P_o + CuF (Cu - C_{uo}) + CCF_{cu} (CC - C_{Co}) + FeF (Fe - Fe_o)$$

2. Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable

$$P_i = P_o + CuF (Cu - C_{uo}) + AlF_{cu} (Al - Al_o) + CCF_{cu} (CC - C_{Co}) + FeF (Fe - Fe_o)$$

3. Aluminium Power Cables:

$$P_i = P_o + AIF (AI - A_{lo}) + CCFAl(CC - CCo) + FeF (Fe - Fe_o)$$

Where,

$P_i$  = Price payable per KM as adjusted in accordance with Price variation clause.

$P_o$  = Price per KM of cable as per Purchase order.

$CuF$  = Variation factor for Copper

$Cu_o$  = Price of copper Rod in Rs. Per MT

$CCFCu$  = Variation factor for PVC Compound for Copper Signalling & Telecom cable

$CCo$  = Price of PVC Compound in Rs. Per MT

$AIF$  = Variation factor for Aluminium

$A_{lo}$  = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

$CCFAI$  = Variation factor for PVC Compound for Aluminium power cable

$FeF$  = Variation factor for Steel

$Fe_o$  = Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

**Note:** [Prices per MT for  $Cu_o$ ,  $CCo$ ,  $Fe_o$ ,  $A_{lo}$  as applicable on the 1<sup>st</sup> working day of the month, one month prior to the deadline of submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC)/CABLE --/--/-- one month prior to the deadline for submission of bids.]

$Cu$  = Price of Copper Rod in Rs. Per MT.

$C_c$  = Price of PVC Compound in Rs. Per MT.

$Fe$  = Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

$AI$  = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

**Note:** [Prices per MT for  $Cu$ ,  $CC$ ,  $Fe$ ,  $AI$  as prevailing on 1<sup>st</sup> working day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.]

B. The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under para-C.

C. Underground Railway Signalling Cable unscreened and armoured copper conductor

1. Size 30 C x 1.5 sq.mm.

$$P30C_i = P30C_o + 0.391(Cu - Cu_o) + 0.557(CC - CCo) + 0.425(Fe - Fe_o)$$

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

$P_{30C_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

$P_{30C_o}$  = Price per Km of cable as per purchase order/ Contract agreement.

2. Size 24C x 1.5 sq.mm

$$P_{24C_i} = P_{24C_o} + 0.313(Cu - C_{uo}) + 0.481(CC - C_{Co}) + 0.398(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

$P_{24C_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

$P_{24C_o}$  = Price per Km of cable as per purchase order/ Contract agreement.

3. Size 19C x 1.5 sq.mm

$$P_{19C_i} = P_{19C_o} + 0.248(Cu - C_{uo}) + 0.395(CC - C_{Co}) + 0.343(Fe - Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

$P_{19C_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

$P_{19C_o}$  = Price per Km of cable as per purchase order/ Contract agreement.

4. Size 12C x 1.5 sq.mm

$$P_{12C_i} = P_{12C_o} + 0.157(Cu - C_{uo}) + 0.277(CC - C_{Cu}) + 0.289(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

$P_{12C_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

$P_{12C_o}$  = Price per Km of cable as per purchase order/ Contract agreement.

5. Size 9C x 1.5 sq.mm

$$P_{9C_i} = P_{9C_o} + 0.117(Cu - C_{uo}) + 0.241(CC - C_{Cu}) + 0.383(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

$P_{9C_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

$P_{9C_o}$  = Price per Km of cable as per purchase order/ Contract agreement

6. Size 6Cx 1.5 sq.mm

$$P_{6C_i} = P_{6C_o} + 0.078(Cu - C_{uo}) + 0.199(CC - C_{Cu}) + 0.329(Fe - Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

$P_{6C_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

$P6C_o$  = Price per Km of cable as per purchase order/ Contract agreement

7. Size 4Cx1.5 sq.mm

$$P4C_i = P4C_o + 0.052(Cu-Cu_o) + 0.152(CC-CC_o) + 0.277(Fe-Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

$P4C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

$P4C_o$  = Price per Km of cable as per purchase order/ Contract agreement.

8. Size 2C x 4 sq.mm(multistrand)

$$P2C_i = P2C_o + 0.073(Cu-Cu_o) + 0.156(CC-CC_o) + 0.3(Fe-Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

$P2C_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

$P2C_o$  = Price per Km of cable as per purchase order/ Contract agreement

9. Size 12C x 2.5 sq.mm

$$P12C_{2.5_i} = P12C_{2.5_o} + 0.282 (Cu-Cu_o) + 0.371 (CC-CC_o) + 0.342 (Fe-Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

$P12C_{2.5_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

$P12C_{2.5_o}$  = Price per Km of cable as per purchase order/ Contract agreement

10. Size 2C x 2.5 sq.mm

$$P2C_{2.5_i} = P2C_{2.5_o} + 0.047 (Cu-Cu_o) + 0.139 (CC-CC_o) + 0.277 (Fe-Fe_o)$$

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

$P2C_{2.5_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

$P2C_{2.5_o}$  = Price per Km of cable as per purchase order/ Contract agreement

11. Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable

$$P2C_{25_i} = P2C_{25_o} + 0.146 (Al-Al_o) + 0.303 (CC-CC_o) + 0.306 (Fe-Fe_o)$$

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

$P2C_{25_i}$  = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

$P2C_{25_o}$  = Price per Km of cable as per purchase order/ Contract agreement.

12. For Jelly filled, 0.9mm dia, 6 quad cable

$PQC_i = PQC_o + 0.135 (AI-AIo) + 0.139 (Cu-Cuo) + 0.515 (CC-Cco) + 0.693 (Fe-Feo)$ .

For PVC Compound Grade CW-22, is to be taken into consideration.

$PQC_i$  = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

$PQC_o$ = Price per Km of cable as per purchase order/ Contract agreement

D. In the case of procurement of goods, a single tender may consist of a single item or multiple items. If the contract period is for longer durations, say 12-24 months, PVC should be applied. In case, multiple items are being supplied by a vendor, then the above Price Variation formulae will need to be clubbed into a single formula, as suggested below. The below formulae are as per the Ministry of Railways PVC of GCC April 2022. The PVC for labour, highlighted in yellow may be removed, if not applicable in the concerned goods procurement.

(i) Signalling Goods

1.  $VSIG = 0.85 SIG \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o]$ ;
2.  $VINVSIG = 0.85 SIG \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POTH \times (OTH_i - OTH_o) / OTH_o]$ ;
3.  $VINTGTESTSIG = 0.85 INTGTESTSIG \times [PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o]$ ;

(ii) Communication Goods

4.  $VCOM = 0.85 COM \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + POFC \times (OFC_i - OFC_o) / OFC_o + PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o + S30C \times (P30C_i - P30C_o) / P30C_o + S24C \times (P24C_i - P24C_o) / P24C_o + S19C \times (P19C_i - P19C_o) / P19C_o + S12C \times (P12C_i - P12C_o) / P12C_o + S9C \times (P9C_i - P9C_o) / P9C_o + S6C \times (P6C_i - P6C_o) / P6C_o + S4C \times (P4C_i - P4C_o) / P4C_o + S2C \times (P2C_i - P2C_o) / P2C_o + S12C2.5 \times (P12C2.5_i - P12C2.5_o) / P12C2.5_o + S2C2.5 \times (P2C2.5_i - P2C2.5_o) / P2C2.5_o + S2C25 \times (P2C25_i - P2C25_o) / P2C25_o + QC \times (PQC_i - PQC_o) / PQC_o + PCEQP \times (CEQP_i - CEQP_o) / CEQP_o]$ ;
5.  $VINVCOM = 0.85 SIGWK \times [PELEX \times (ELEX_i - ELEX_o) / ELEX_o + PCEQP \times (CEQP_i - CEQP_o) / CEQP_o + POTH \times (OTH_i - OTH_o) / OTH_o]$ ; and
6.  $VINTGTESTCOM = 0.85 INTGTESTCOM \times [PLB \times (LBI - LBo) / LBo + POTH \times (OTH_i - OTH_o) / OTH_o]$ .

Where,

SIG = Value of signalling goods for a stage payment of the item signalling goods;

INVSIG = Value of inventory of signalling goods for a stage payment of the item inventory for signalling goods;

INTGTESTSIG = Value of integrated testing and commission of signalling goods;

COM= Value of telecommunication goods for a stage payment of the item telecommunication goods;

INVCOM = Value of inventory of telecommunication goods for a stage payment of the item inventory for telecommunication goods; and

INTGTESTCOM = Value of integrated testing and commission of telecommunication goods

VSIG = Increase or decrease in the cost of signalling goods during the period under consideration;

VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration;

VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling goods during the period under consideration;

VCOM = Increase or decrease in the cost of communication goods during the period under consideration;

VINVCOM = Increase or decrease in the cost of inventory for telecommunications goods during the period under consideration;

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication goods during the period under consideration;

PCEQP = Percentage of Communication Equipment

PELEX = Percentage of Electronics

PLB = Percentage of Labour

POFC = Percentage of Optical Fiber Cables

POTH= Percentages of other materials

CEQP<sub>o</sub> = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called “WPI”) for communication equipment for the month of the Base Month;

CEQP<sub>i</sub> = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEX<sub>o</sub> = The WPI for electronics for the month of the Base Month;

ELEX<sub>i</sub> = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

S30C = Percentage of size 30C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S19C = Percentage of size 19C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of

the contract price for signalling and telecommunication works.

S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S4C = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S2C = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S12C2.5 = Percentage of size 12C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S2C2.5 = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

S2C25 = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called “CPI”) for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fibre cables for the month of the Base Month;

OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

E. The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication goods:

Goods  Component	Signalling			Telecommunication		
	Signalling	Signalling inventory	Integrated testing and Commissioning	Telecommunication	Telecomm inventory	Integrated testing and Commissioning
Electronics (PELEX)	***%	***%	—	***%	***%	—
Communication Equipment (PCEQP)	—	—	—	***%	***%	—

Optical Fibre Cable (POFC)	***%	_	_	***%	_	_
30C x 1.5 sq mm signalling cable(S30C)	***%	_	_	***%	_	_
24C x 1.5 sq mm signalling cable (S24C)	***%	_	_	***%	_	_
19Cx 1.5 sq mm signalling cable (S19C)	***%	_	_	***%	_	_
12C x 1.5 sq mm signalling cable (S12C)	***%	_	_	***%	_	_
9C x 1.5 sq mm signalling cable (S9C)	***%	_	_	***%	_	_
6C x 1.5 sq mm signalling cable (S6C)	***%	_	_	***%	_	_
4C x 1.5 sq mm signalling cable (S4C)	***%	_	_	***%	_	_
2C x 1.5 sq mm signalling cable (S2C)	***%	_	_	***%	_	_
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	_	_	***%	_	_
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	_	_	***%	_	_
2C x 25 sq mm signalling cable (S2C25)	***%	_	_	***%	_	_
0.9 mm dia, 6Quad cable (QC)	***%	_	_	***%	_	_
Labour (PLB)	***%	_	***%	***%	***%	***%
Other materials	***%	***%	***%	***%	***%	***%
Total	100%	100%	100%	100%	100%	100%

**Note:-** The percentages may be finalized by tendering authority depending on BOQ

- F. Price Variation formula for Battery Charger equipment please refer to circular issued by IEEMA vide IEEMA/PVC/BTR-CHRG/2023 dated 01.01.2023.
- G. For Power Line Carrier Communication Equipment, Telemetry Equipment, Transducers please refer to circular issued by IEEMA vide 168/DIV/IEL/05 dated 23.08.2012.
- H. For Transmission Line Accessories and Hardware please refer to IEEMA circular No. IEEMA/PVC/TL-A&H/2001 (R-3) dated 01.01.2014.
- I. For Transmission Line Tower please refer to IEEMA Circular no. 35/PVC/T&D Project/05 dated 23.11.2022.
- J. For Instrumentation Cable please refer to IEEMA circular no. 05/DIV/CAB/05 dated 31.01.2023.

#### **24.6 Exchange Rate Variation Clause (Not Applicable)**

24.6.1 The contract shall indicate import content and the currency used for calculating import content. The Base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing as on the last day of month previous to the one in which tender is invited, and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the bidder has already indicated the schedule within which the bidder shall import material.

24.6.2 Unless otherwise stipulated in the SCC/contract, documents for claiming ERV shall be:

24.6.2.1 A bill of ERV claim enclosing working sheet.

24.6.2.2 Banker's Certificate/ debit advice detailing F.E. paid and exchange rate as on the date of the relevant transactions.

24.6.2.3 Copies of import order/agreement placed by the contractor on its

Suppliers.

24.6.2.4 Invoice of Contractor's Suppliers for the relevant import order

## 25. Fall Clause (Not Applicable)

Fall Clause shall be expressly applicable in case of Rate Contract.

- 25.1 The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organisations including RailTel or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract. Contractor shall forthwith notify such reduction or sale or offer of sale to RailTel and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.
- 25.2 The contractor shall furnish the following certificate with each bill for payment of supplies made against the contract.

*"We certify that there has been no reduction in the sale price of the Goods of description identical to the Goods supplied to RailTel under the contract herein, and such Goods have not been offered/ sold by me/ us to any person/ organisation including any Ministry/ Department/ Attached and Subordinate Office/ Public Sector Undertaking of Central or State Government(s) as the case may be upto the date of bill/ the date of completion of Contract at a price lower than the price charged under this contract."*

## 26. Taxes and Duties

- 26.1 The contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to RailTel. Further instruction, if any, shall be as provided in the contract.
- 26.2 If applicable under relevant tax laws and rules, RailTel shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 26.3 Payment of GST Tax under the contract:
- 26.3.1 The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of RailTel has no bearing on the invoicing.
- 26.3.2 The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
- 26.3.3 While claiming reimbursement of duties, taxes etc. (like GST) from RailTel, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it

(the contractor) shall refund to RailTel, RailTel's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to RailTel immediately on receiving the same from the concerned authorities.

- 26.3.4 All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to RailTel in compliance with GST provisions.
- 26.3.5 Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- 26.3.6 In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the net invoice value after the variation is taken into account.
- 26.3.7 GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
  - 26.3.6.1 RailTel shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
  - 26.3.6.2 However, RailTel shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
  - 26.3.6.3 Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract. In case of profiteering by the contractor relating to GST tax, RailTel shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

#### **26.4 Statutory Variation**

Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to RailTel's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the RailTel during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.

#### **26.5 Duties/ Taxes on Raw Materials**

RailTel is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract.

## 26.6 Customs Duty

Bidder shall specify the rate and the total amount of customs duty payable regarding imported goods. Bidder shall also indicate the corresponding Indian Tariff Classification (ITC-HS) applicable for the Goods in question.

## 27. Terms and Mode of Payment

### 27.1 For Domestic Goods

27.1.1 The payments shall be made in the manner as per Procuring Entity's payment procedures. Payments to Contractors shall be made through EFT only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT.

27.1.2 Unless otherwise stipulated in the contract/SCC, the usual payment term is:

27.1.2.1 **In case of supply only:** 100% of the value of the part supply of the equipment on receipt by the consignee at site duly inspected and accompanied with valid documents.

27.1.2.2 **In case of supply and installation & Commissioning:**

a. 80% of the value of the part supply of equipment on receipt by the consignee at site duly inspected and accompanied with valid documents.

b. Balance 20% of the value of the part supply on successful installation and commissioning at site. Bidder has to install and commission the equipment within 30 days or as mentioned in TIS. In case installation and commissioning is delayed on account of RailTel then 20% payment can be released after submission of a Bank Guarantee of equal amount valid for a period of one year.

### 27.2 For Imported Good (Not Applicable)

27.2.1 Unless otherwise stipulated in the contract/SCC, payments are made through an irrevocable Letter of Credit (LC).

27.2.2 In cases where Installation and Commissioning (if applicable) are not the responsibility of the contractor, 95% of the contract price shall be paid on arrival of goods in India against documents stipulated in the contract. The remaining 5% through TT/Wire Transfer (SWIFT) on receipt of the Goods as per the terms of the contract in good condition by the Consignee and, on producing documents stipulated in the contract.

27.2.3 In cases where Installation and Commissioning are the responsibility of the contractor – the percentage stipulated in clause 27.1.2.2 shall be paid against documents stipulated in the contract.

27.2.4 In case payment of Agency Commission– Entire 100% agency commission shall be paid in Indian Rupees after the expiry of 90 days after the discharge of all obligations under the contract and after all other payments have been made to the contractor in terms of the contract. The source's tax deductions apply to the agency commission

paid to the Indian agent as per the prevailing rules.

### **27.3 General Payment condition for payment**

- 27.3.1 In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees.
- 27.3.2 The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- 27.3.3 While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.
- 27.3.4 Unless otherwise specified documents which the contractor is to furnish while claiming payment are:
  - 27.3.4.1 Original Invoice (GST Compliant format) indicating, inter alia description and specification of the goods, quantity, unit price, total value.
  - 27.3.4.2 Certificate of pre-dispatch inspection by RailTel's representative/ nominee
  - 27.3.4.3 Manufacturer's Warranty/Guarantee and test certificate
  - 27.3.4.4 Certificate of Insurance
  - 27.3.4.5 Bill of lading/ Airway bill/ Rail receipt.
  - 27.3.4.6 Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance.
  - 27.3.4.7 Packing list.
  - 27.3.4.8 Any other document specified under SCC.

### **27.4 Advance/ mobilization Payment not allowed**

- 27.4.1 Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made and after such incidental works/ services have also been rendered as per payment terms. If expressly provided for in the contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.
- 27.4.2 Withholding and lien in respect of sums claimed:
  - 27.4.2.1 Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, RailTel shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from-

- a. any security or retention money, if any, deposited by the contractor.
  - b. any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with RailTel if the security is insufficient or if no security has been taken from the contractor.
- 27.4.2.2 Where the contractor is a partnership firm or a limited company, RailTel shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 27.4.2.3 It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC-clause 28 and/ or 29. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.
- 27.4.2.4 Lien in respect of Claims in other Contracts: Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by RailTel against any claim of RailTel in respect of payment of a sum of money arising out of or under any other contract made by the contractor with RailTel.

## **27.5 Commissions and Fees**

The Contractor shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee in a format similar to Form 1.4 of the Tender Document.

## **28. Resolution of disputes**

### **28.1 Disputes and Excepted Matters**

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within twenty one (21) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within twenty one (21) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to

resolve it within the deadline mentioned therein.

28.1.1 Adjudication

28.1.2 Conciliation

28.1.3 Arbitration

## 28.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of RailTel, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where RailTel has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 28.2.1 any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 28.2.2 Issues related to the pre-award tender process or conditions
- 28.2.3 Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 28.2.4 Provisions incorporated in the contract, which are beyond the purview of RailTel or are in pursuance of policies of Government, including but not limited to:
  - 28.2.4.1 Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government;
  - 28.2.4.2 Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard;
  - 28.2.4.3 Purchase preference policies regarding MSEs and Start-ups.

## 28.3 Adjudication

After exhausting efforts to resolve the Dispute with the Purchasing Officer executing the contract on behalf of RailTel, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

## **28.4 Conciliation of disputes**

- 28.4.1 Any party may invoke Conciliation by submitting “Notice of Conciliation” to the Head of the RailTel Corporation of India Ltd. Since conciliation is a voluntary process, within 30 days of receipt of “Notice of Conciliation”, the Head of the RailTel Corporation of India Ltd shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
- 28.4.2 The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.
- 28.4.3 If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 28.4.4 The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 28.4.5 Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
- 28.4.5.1 By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
- 28.4.5.2 By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or
- 28.4.5.3 If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
- 28.4.6 On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

## **28.5 Arbitration Agreement**

- 28.5.1 This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 28.5.2 Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 28.5.3 The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise)

to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

## **28.6 Notice for Arbitration**

- 28.6.1 **Authority to Appoint Arbitrator(s):** For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the RailTel Corporation of India Ltd named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 28.6.2 In the event of any dispute as per GCC-clause 28.1 above, if the Adjudicator fails to decide within 60 days (as referred in GCC-clause 28.3 above), or the Conciliation is terminated (as referred in sub-clause 28.4 above) then, parties to the contract, after 60 days but within 120 days of 'Notice of Dispute' (clause 28.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.
- 28.6.3 The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

## **28.7 Reference to Arbitration**

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

## **28.8 Appointment of Arbitrator**

### **28.8.1 Qualification of Arbitrators:**

- 28.8.1.1 In the case of retired officers of The RailTel Corporation of India Ltd, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.
- 28.8.1.2 He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the RailTel Corporation of India Ltd, expressed views on any or all of the matters under dispute or differences. A certification to this effect shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.
- 28.8.1.3 An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.

- 28.8.1.4 Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

## **28.9 Replacement of Arbitrators**

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

## **28.10 Appointment of Arbitrator**

- 28.10.1 In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- 28.10.2 The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- 28.10.3 In cases where the total value of all claims in question added together exceeds Rs 50,00,000/ - (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the RailTel Corporation of India Ltd. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empaneled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- 28.10.4 The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- 28.10.5 If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the

contractor.

### **28.11 Failure to appoint Arbitrators.**

If The Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

### **28.12 Arbitral Procedure**

- 28.12.1 **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date on which the arbitrator(s) have received notice of their appointment. All subsequent time limits shall be counted from such date.
- 28.12.2 **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Purchase Order or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 28.12.3 If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach designated authority for such mechanisms before the Arbitration proceedings are started.
- 28.12.4 The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 28.12.5 On receipt of such claims, the respondent shall submit its defence statement and counter claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 28.12.6 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.
- 28.12.7 Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 28.12.8 **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal on a day-to-day basis, and no adjournments shall be granted without sufficient cause. The arbitrator(s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 28.12.9 **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from the date when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months

only under exceptional circumstances where all parties consent to such extension of time. The court's approval shall be required for further extension if the award is not made out within such an extended period. During the period of an application for extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.

### **28.13 Fast Track Procedure**

The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made out within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of the fast-track arbitration are:

- 28.13.1 The dispute is to be decided based on written pleadings only.
- 28.13.2 Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings where it deems necessary.
- 28.13.3 An oral hearing may be held only if all the parties request or the arbitral tribunal considers it necessary.
- 28.13.4 The parties are free to decide the fees of the arbitrator(s) for fast-track procedure.

### **28.14 Powers of Arbitral Tribunal to grant Interim Relief**

The parties to arbitration may approach the arbitral tribunal for seeking interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.

### **28.15 Confidentiality**

As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential, except in certain situations like if the disclosure is necessary for the implementation or execution of the arbitral award.

### **28.16 Obligation During Pendency of Arbitration**

Performance of the contract shall, unless otherwise directed by RailTel, continue during the arbitration proceedings, and no payment due or payable by RailTel shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contract or payment therein should continue during arbitration proceedings.

### **28.17 The Arbitral Award**

- 28.17.1 In the case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 28.17.2 The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award can be inferred from it.
- 28.17.3 It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section

31 (7) (a) of The Arbitration Act.

- 28.17.4 The award of the arbitrator shall be final and binding on the parties to this contract.
- 28.17.5 A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 28.17.6 A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

## **28.18 Savings**

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

## **28.19 Cost of Arbitration and fees of the Arbitrator(s)**

- 28.19.1 The concerned parties shall bear the cost of arbitration in terms of section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by RailTel and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by RailTel or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.
- 28.19.2 The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months in terms of provisions contained in section 29(A) (2) of The Arbitration Act.
- 28.19.3 Besides the above, Arbitrator shall also be entitled to this extra fee in cases where Fast Track Procedure in terms of section 29 (B) of The Arbitration Act is followed.

## **29. Defaults, Breaches, Termination, and closure of Contract, Termination due to Breach, Default, and Insolvency**

### **29.1 Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects RailTel's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 29.1.1 Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity) within the period stipulated in the contract or within any extension thereof granted by RailTel.
- 29.1.2 Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for

composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

**29.1.3 Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

**29.1.4 Notice for Default:** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving thirty (30) days, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

## **29.2 Terminations for Default**

29.2.1 Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within thirty (30) days of its issue as per sub-clause above, RailTel, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

29.2.2 Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to RailTel after that.

29.2.3 Unless otherwise instructed by RailTel, the contractor shall continue to perform the contract to the extent not terminated.

29.2.4 All warranty obligations, if any, shall continue to survive despite the termination.

## **29.3 Contractual Remedies for Breaches/Defaults or Termination for Default**

If there is an unsatisfactory resolution within this period, RailTel shall take one; or more of the following contractual remedies.

29.3.1 Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

29.3.2 Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing SBI lending rate.

29.3.3 Recover liquidated damages and invoke denial clause for delays.

29.3.4 Encash and/ or Forfeit performance or other contractual securities.

29.3.5 Prefer claims against insurances, if any.

29.3.6 Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

29.3.7 **Risk and Cost Procurement:** In addition to termination for default, RailTel shall be entitled, and it shall be lawful on its part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. The Contractor shall be liable for any loss which

RailTel may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of RailTel. It shall not be necessary for RailTel to notify the contractor of such procurement. It shall, however, be at the discretion of RailTel to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

- 29.3.8 Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

#### **29.4 Limitation of Liability**

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to RailTel, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify RailTel concerning IPR infringement.

#### **29.5 Termination for Default/ Convenience of Procuring Entity and Frustration**

##### **29.5.1 Notice for Determination of Contract**

- 29.5.1.1 RailTel reserves the right to terminate the contract, in whole or in part for its (RailTel's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of RailTel or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- 29.5.1.2 Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 29.5.1.3 Unless otherwise instructed by RailTel, the contractor shall continue to perform the contract to the extent not terminated.
- 29.5.1.4 All warranty obligations, if any, shall continue to survive despite the termination.
- 29.5.1.5 The Goods and incidental Works/ Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by RailTel as per the contract terms. For the remaining Goods and incidental Works/ Services, RailTel may decide:
- a. To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
  - b. To cancel the remaining portion of the Goods and incidental Works/ Services and compensate the contractor by paying an agreed

amount for the cost incurred by the contractor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

## **29.5.2 Frustration of Contract**

29.5.2.1 **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, RailTel shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

29.5.2.2 However, the following shall not be considered as such a supervening cause.

29.5.2.3 Lack of commercial feasibility or viability or profitability or availability of funds

29.5.2.4 If caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

## **29.6 Closure of Contract**

### **29.6.1 No Claim Certificate and Release of Contract Securities**

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' (Format 1.2) to RailTel requesting the release of final payment/ its contractual securities, if any. RailTel shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against RailTel under or arising out of this Contract, nor shall RailTel entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of RailTel. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

### **29.6.2 Closure of Contract:** The contract shall stand closed upon

29.6.2.1 successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.

29.6.2.2 termination and settlements after that, if any, as per GCC-clause 29.1 to 29.5 above.

## **30. Code of Integrity in Public Procurement; Misdemeanors and Penalties**

### **30.1 Code of Integrity.**

30.1.1 Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following

prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 30.1.1.1 “Corrupt practice” - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 30.1.1.2 “Fraudulent practice” - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- 30.1.1.3 “Anti-competitive practice” - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of RailTel, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 30.1.1.4 “Coercive practice” - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 30.1.1.5 “Conflict of interest” –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from RailTel with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 30.1.1.6 “Obstructive practice” - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding RailTel’s rights of audit or access to information;

## **30.2 Obligations for Proactive Disclosures**

- 30.2.1 Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure

to do so shall amount to a violation of this code of integrity.

- 30.2.2 Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the RailTel Corporation of India Ltd from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

### **30.3 Misdemeanors and Penalties**

The following shall be considered misdemeanors - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 30.3.1 commits any of the following misdemeanors:
- 30.3.1.1 violates the code of Integrity mentioned in GCC-clause 30.1 or GCC-clause 25 (Fall clause) or the Integrity Pact if included in the Tender/ Contract;
  - 30.3.1.2 any other misdemeanor, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- 30.3.2 commits any of the following misdemeanors:
- 30.3.2.1 has been convicted of an offence:
    - a. under the Prevention of Corruption Act, 1988; or
    - b. the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- 30.3.3 is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
- 30.3.4 Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

### **30.4 Penalties for Misdemeanors**

Without prejudice to and in addition to the rights of RailTel to other remedies as per the Tender-documents or the contract, if RailTel concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanor in competing for the tender or in executing a contract, RailTel shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

#### **30.4.1 If his bids are under consideration in any procurement:**

- 30.4.1.1 Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 30.4.1.2 calling off of any pre-contract negotiations, and;

30.4.1.3 rejection and exclusion of Bidder from the Tender Process

**30.4.2 If a contract has already been awarded:**

30.4.2.1 Termination of Contract for Default and availing all remedies prescribed thereunder;

30.4.2.2 Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;

30.4.2.3 Recovery of payments including advance payments, if any, made by RailTel along with interest thereon at the prevailing SBI lending rate.

**30.5 Remedies in addition to the above**

30.5.1 In addition to the above penalties, RailTel shall be entitled, and it shall be lawful on his part to:

30.5.1.1 File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti- competitive practices;

30.5.1.2 Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.

30.5.1.3 Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.

30.5.1.4 Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

30.5.1.5 Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:

- a. RailTel may debar a bidder or any of its successors from participating in any Tender Process undertaken by it for a period not exceeding two years commencing from the date of debarment for misdemeanors listed in sub-clause 30.3 to 30.4 of GCC above.

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

30.6.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

30.6.2 All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.

- 30.6.3 The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from
- 30.6.4 whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.
- 30.6.5 Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

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## **Section V: Special Conditions of Contract (SCC)**

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

[Ref ITB clause 1.4 (4)]

*Note for Bidders: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.*

GCC Clause No.	Topic	Modified/ replaced by SCC Provisions
GCC 11	Performance Security	<p>Clause 11.2.1 shall be corrected and read as follows:</p> <p>A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The details of RailTel's details for SFMS are as:</p> <p>BG advising message – IFN 760COV/ IFN 767COV via SFMS To mandatorily send the Cover message at the time of BG issuance. IFSC Code of ICICI Bank to be used (ICIC0000007). Mention the unique reference (RAILTEL6103) in field 7037</p> <p>Clause no.11.2.3 shall be read as follows:</p> <p>Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only. Bank Account details: Account Number: 401601010519491 IFSC Code: UBIN0540161 Bank &amp; Branch Name: Union Bank of India, Chowringhee Road Branch Account Holder Name: RailTel Corporation of India Ltd.</p> <p><b>Clause no. 11.2.4 shall be treated as deleted</b></p>

GCC 15.3.1	Advance Sample	GCC 15.3.1 shall be corrected and read as: If RailTel desired Technical evaluation, RailTel shall asked of POC/ Demonstration for offered equipment. Interoperability test with will also conduct during POC/ Demonstration. POC/ Demonstration may be exempted in case Offered Equipment or similar/higher capacity equipment of same OS is running in RailTel Network (In that case bidder/ OEM request for exemption may be provided). For exemption of POC/ Demonstration, RailTel decision will be final. POC should be completed within 21 days after intimation to bidder. In case of Bidder failed to complete POC/ Demonstration successfully, in that case offered equipment will be technical disqualified.
GCC 15.5	Option Quantity Clause	Applicable to this tender.
GCC 16	Warranty/ Guarantee	Applicable to this tender
GCC 24.5	Price Variations	Price Variation Clause is not applicable for the Contract
GCC 25	Fall Clause	This clause would not applicable to this procurement.
GCC 27	Terms and Mode of payments	Add the following sub clauses: GCC 27.3.4.8: Delivery challan GCC 27.3.4.9: E-Way Bill GCC 27.3.4.10: Proof of submission of Performance Guarantee

## Section VI: Schedule of Requirements

(Ref ITB-clause 1.4)

Note for Bidders: Regarding this Schedule, Bidders shall submit Form 2: 'Schedule of Requirement - Compliance' with their Technical bid.

S. No.	Description	Unit	Qty.	Basic Unit Rate Inclusive of Freight, Insurance, Packaging and other charges	Amount without GST (INR)	GST%	GST Amount (INR)	Amount with GST (INR)
1	Supply of Switch with minimum 24 x 10/100/1000 Base-T access ports and 4 x 1G/10G SFP+, warranty: 5 years (Ex4100 or equivalent)	Nos	12	241150.00	2893800.00	18%	520884.00	3414684.00
2	Supply of Router equipped with 8x10G SFP+ and 4x40/100G, warranty: 5 year (N540 or equivalent)	Nos	6	1022900.00	6137400.00	18%	1104732.00	7242132.00
3	Supply of QSFP 28-LR optics distance supported 10KM Single Mode	Nos	5	59000.00	295000.00	18%	53100.00	348100.00
4	Supply of QSFP 28-SR optics distance supported 10KM Single Mode	Nos	5	18550.00	92750.00	18%	16695.00	109445.00
5	40G QSFP + LR optics (SM Distance Supported up to 10 Kms)	Nos	5	30000.00	150000.00	18%	27000.00	177000.00
6	Supply of Juniper ACX 2200 or similar Router, warranty: 1 year	Nos	13	440000.00	5720000.00	18%	1029600.00	6749600.00
7	Supply of SFP+ 10G UD (80km)	Nos	20	23700.00	474000.00	18%	85320.00	559320.00
8	Supply of SFP+ 10G BD (40km)	Pair	6	14263.92	85583.52	18%	15405.0336	100988.5536
9	Supply of SFP+ 10G BD (20km)	Pair	26	11743.38	305327.88	18%	54959.0184	360286.8984
10	Supply of 1 G SFP, 40Km	Nos	20	5741.01	114820.20	18%	20667.636	135487.836
11	Supply of MPO Multi Mode (20 mtr) Patch Chord	Nos	5	13000.00	65000.00	18%	11700.00	76700.00

12	Supply of MPO to LC*4 (SM breakout cable 10 mtr) Patch chord	Nos	5	10000.00	50000.00	18%	9000.00	59000.00
13	Supply of MPO to LC*4 (SM breakout cable 20 mtr) Patch chord	Nos	5	15000.00	75000.00	18%	13500.00	88500.00
14	Supply of DAC Cable 5 mtr	Nos	5	7000.00	35000.00	18%	6300.00	41300.00
15	Supply of MPO-MPO Female OM4 12 core type B 5M 3.0mm MM50/125um aqua	Nos	5	6500.00	32500.00	18%	5850.00	38350.00
16	Supply of Patch Chord (LC-LC 20Mtr.)	Nos	50	202.95	10147.50	18%	1826.55	11974.05
17	Supply of Patch Chord (LC-LC 10Mtr.) @ 2 Nos per location for maintenance.	Nos	322	160.38	51642.36	18%	9295.6248	60937.9848
18	Supply of Patch Chord (LC-LC 5Mtr.)	Nos	100	138.60	13860.00	18%	2494.80	16354.80
19	Supply of Optical Attenuator-5 dB (LC type)	Nos	75	278.19	20864.25	18%	3755.565	24619.815
20	Supply of AC to DC converter 10A 230V I/P 48V O/P	Nos	5	3500.00	17500.00	18%	3150.00	20650.00
21	Supply of DC to AC converter 220V I/P, 48V O/P	Nos	5	36500.00	182500.00	18%	32850.00	215350.00
<b>Total</b>								<b>19850780.94</b>

- 1) Unit rate quoted against SOR should be CIP destination inclusive of all duties, taxes, insurance and freight etc.
- 2) The materials as per SOR are required to be delivered at site.
- 3) Cost of any license fee required to be paid for hardware & software shall be included in the rate quoted by the tenderer. All software supplied by the bidder should have perpetual license. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.
- 4) The Bill of Material will be prepared for Schedule of Requirement against each item of SOR and will be comprised of duly filled rates of each item.
- 5) The Un-priced copy of the SOR and Un-priced BOM should be submitted with the Technical Bid for evaluation. The above document submitted along with technical bid should not include any prices, if found so, the bid shall be summarily rejected.
- 6) Un-priced BOM shall be duly signed by the OEM.
- 7) The priced SOR and priced BOM should be submitted along with the Price Bid.
- 8) Delivery locations/consignee address: RailTel Corporation of India Ltd., C/o. Central Warehousing Corporation, Kishori Mohan Banerjee Avenue, Panihati, Dhankal, Kolkata - 700114

## **Section VII: Technical Specifications and Quality Assurance**

(Ref ITB-clause 1.4)

Note for Bidders: Regarding this Schedule, Bidders shall submit Form 3: 'Technical Specifications and Quality Assurance- Compliance' with their Technical bid.

### **Technical Specification and Quality Assurance**

#### **Technical Specification**

**SOR No. 1: Switch with minimum 24 x 10/100/1000 Base-T access ports and 4 x 1G/10G SFP+, warranty: 5 years (Ex4100 or equivalent):**

Sl. No.	Minimum Specifications	Compliance (Yes/No)
1	<b>Hardware and interface requirements</b>	
1.1	The switch should be a stackable switch with minimum 24 x 10/100/1000Base-T access ports and 4 x 1G/10G SFP+ uplink ports. Additionally, there should be 4 x 10/25G SFP28 ports which can be used for either uplink or stacking / virtual chassis formation.	
1.2	The switch should support a stacking / virtual chassis of 10 switches and 200 Gbps Stacking / Virtual Chassis interconnect bandwidth.	
1.3	The switch should have min. 4 GB RAM and 8 GB Flash	
2	<b>Performance requirements</b>	
2.1	Switch should support a switching bandwidth of 328 Gbps for line rate performance of a fully populated switch	
2.2	Switch should have minimum 244 Mpps Forwarding rate for line rate performance of a fully populated switch	
3	<b>Layer 2 Switching</b>	
3.1	Switch should support minimum 64000 MAC addresses and 32000 ARP entries per system.	
3.2	Switch should support Jumbo frames – 9,000 bytes	
3.3	Switch Should support minimum 1000 Active VLAN's	
3.4	Switch Should support Port-based VLAN and MAC-based VLAN	
3.5	Switch Should support 802.1Q VLAN tagging	
3.6	Switch Should support Voice VLAN	
3.7	Switch should support ITU-T G.8032: Ethernet Ring Protection	
3.8	Switch Should support LLDP	
4	<b>Layer 3 Routing</b>	
4.1	Switch should support IPv4 and IPv6 static routing	
4.2	Switch should have VRRP, MSDP, IGMP V1/V2/V3, OSPFV2/V3, RIPng and Bidirectional Forwarding Detection (BFD) features from day-1.	

4.3	EVPN-VXLAN, BGP, multiprotocol BGP (MBGP) and IS-IS routing protocols should be supported through license upgrade in future, if required.	
5	<b>Quality of Service (QoS) requirements</b>	
5.1	Switch should support Class-based queuing with prioritization	
5.2	Switch should support Queuing based on VLAN, interface and port	
5.3	Switch should support Marking, policing, and shaping	
5.4	Switch should support WRED	
6	<b>System Management and Administration</b>	
6.1	Switch should support Software upgrades	
6.2	Switch should support SNMPv2 and SNMPv3	
6.3	Switch should support IPv6 Management including Neighbor discovery, Logging, Telnet, SSH, Web, SNMP, NTP and DNS	
6.4	802.1ag -connectivity fault management	
7	<b>Security features</b>	
7.1	Switch Should support Port, VLAN and Router based Access control lists (ACLs)	
7.2	Should support minimum 1K Security Access Control Entries	
7.3	Switch should support MAC limiting	
7.4	Switch should support Dynamic ARP Inspection (DAI)	
7.5	Switch should support DHCP snooping	
7.6	Switch should support L2-L4 ACL	
7.7	Switch should support Control plane DoS protection	
8	<b>Services and Manageability</b>	
8.1	Switch should be manageable through CLI, Web Interface, SSHv2 and HTTP/HTTPS	
8.2	Configuration backup via FTP/secure copy	
9	<b>OEM Qualification Criteria</b>	
9.1	The OEM should have 24x7 technical assistance center and toll-free call logging facility	
9.2	The OEM should have at least one spare depot in Eastern India.	
10	<b>Certifications and compliances</b>	
10.1	Should be Reduction of Hazardous Substances (ROHS) 6 compliant	
10.2	Should comply with the following EMC requirements	
	FCC 47CFR Part 15 Class A	
	EN 55024	
	ICES-003	
10.3	Should comply with the following Security requirements	
	UL 62368-1 and 60950-1	
	IEC 62368-1 and 60950-1	
	CSA-C22.2 No. 62368-1 and 60950-1	

11	<b>Power Supply</b>	
11.1	Switch should be loaded with redundant, hot-swappable DC power supplies that supports input voltage range 48-60 V DC.	
12	<b>Warranty</b>	
12.1	Switch should be provided with hardware replacement warranty and ongoing software upgrades for all major and minor releases for a period of 5 years.	

**SOR No. 2: Router equipped with 8x10G SFP+ and 4x40/100G, warranty: 5 year (N540 or equivalent):**

Sr. no.	Tier-4 Routers (4X100G and 8X10G)	Compliance (Yes/No)
<b>1</b>	<b>General Specifications &amp; Architecture</b>	
1.1	Chassis shall fit into a standard sized 19 inch rack mounting.	
1.2	Router should have redundant DC power feeds: -48VDC nominal.	
1.3	Router should be temperature hardened as it is placed at field locations	
1.4	The router shall provide a non-blocked switching matrix upto system capacity.	
1.5	Switching and packet routing (L2 and L3) shall be wire speed on all interfaces. Performance shall not be decreased at maximum traffic load.	
1.6	The router shall be equipped with 8x10G SFP+ and 4x40/100G (Uplink) QSFP28 Optical ports. All the optical interfaces shall be support LR,ER and ZR optics .	
1.7	The router should support Syn-E and PTP on network ports for LTE network	
1.8	The router should have external/Internal Alarm Option for Chassis temperature and Chassis Power supply.	
1.9	Must have out-of-band Management port.	
1.10	Must have console port.	
1.11	1.13 Router shall have IP-MPLS interoperability with routers of other multiple OEMs. The product should be tested at EANTC or any other renowned LAB for INTEROPERABIITY in Multi-OEM FOR IP/MPLS.	
1.12	The product series/family should be deployed at least two major Service provider, Govt, Railways. Customer letter (Govt/PSU/ISP) with satisfactory performance of the offered make with IP/MPLS.	
<b>2</b>	<b>L2 and L3 Features</b>	
2.1	Router should support unicast IPv4/IPv6 routing protocols (BGP, OSPF, IS-IS, OSPF v3, Segment Routing, SR-TE).	
2.2	Router shall support LDP, MPLS-TE with FRR, R-LFA, TI-LFA for sub 50 msec protection.	
2.3	Router must support Traffic Engineering for node and link protection.	
2.4	Router shall support aggregation of links. Minimum 8 links should be supported as part of single aggregation on a network side.	
2.5	Router shall support multi-chassis LAG for aggregation of links across two chassis.	
2.6	Router shall support performance monitoring for Layer-2 and layer-3 services (Y.1731/Y.1564/TWAMP, IPSLA or equivalent).	
2.7	Router shall support IPV4 and IPV6, IGMP, MLD, and PIM-SM & SSM, ECMP, NGMVPN.	
2.8	Router shall support 6PE and 6VPE mode for IPV6 transport over IPV4.	

2.9	BGP Prefix independent control (EDGE / Core).	
2.10	Router shall support BFD with interval of 10ms or less.	
2.11	Router should support RFC 3107 of Carrying Label Information in BGP-4.	
2.12	Router should support Point to Point and Point to Multipoint LSP for Unicast and Multicast traffic.	
2.13	Router shall support layer3 and layer2 MPLS VPN , VPLS and EVPN.	
2.14	The router shall support Internet Group Management Protocol (IGMP) v1, v2 and v3.	
2.15	The router shall support Protocol Independent Multicast – PIM-SM and SSM.	
2.16	The router shall support Multicast troubleshooting tools like Mtrace and mfib ping or equivalent troubleshooting mechanism..	
2.17	IEEE 1588v2 Precision Timing Protocol (PTP) and Synchronous Ethernet support for network synchronization.	
<b>3</b>	<b>Quality Of Service</b>	
3.1	The switch/router shall provide per-service, per-forwarding class queuing and shaping features.	
3.2	The router shall provide following QoS features: classification and hierarchical scheduling, WRR/CBWFQ, strict priority (SP), profiled scheduling and multi-tier policing and shaping.	
3.3	Router shall support 3 level HQOS on all kind of Ethernet interface with minimum 8 Queue per port	
3.4	Similar QOS shall be supported for all type of interface including Bundled interfaces.	
3.5	IP Application Mapping. The list of IP match criteria should include Source IP address and mask, Destination IP address and mask, IP protocol, UDP source port, TCP source port, UDP destination port, TCP destination port.	
3.6	VLAN CoS preservation: the IEEE 802.1p priority bits.	
3.7	VLAN CoS differentiation: appropriate service differentiation must be applied according to the 802.1p bits. This will require the mapping of the 802.1p bits to DSCP values and EXP-bits in the MPLS header when the service is offered over a (partially) MPLS-enabled network.	
3.8	End-to-end delay budgets are a strictly-enforced to support critical applications SCADA, VOICE, Video.	
<b>4</b>	<b>Security</b>	
4.1	Security forms an integral part of a network design to protect both the end-customers and the network infrastructure. The solution that vendor proposes shall have the necessary provisions to implement the necessary security measures.	
4.2	Support Access Control List to filter traffic based on Source & Destination IP Subnet, Source & Destination Port, Protocol Type (IP, UDP, TCP, ICMP etc) and Port Range etc. Should Support SNMPv1/v2/V3.	
4.3	Black hole filtering: dropping of traffic destined for a specific prefix should be supported to avoid any attack in router	
4.4	Ingress and egress packet filtering based on L2-L4 criteria at wire speed.	
4.5	Protection of local services (http, small udp/tcp servers, dhcp, telnet, ssh) based on L2-L4 criteria.	
4.6	AAA support – Accounting, Authorization and Authentication of users and commands. Support of local authentication, TACACS+ and Radius.	
4.7	Authentication of routing protocol updates: IS-IS, OSPF, BGP.	
4.8	SSH support.	
<b>5</b>	<b>Performance</b>	
5.1	Router shall support non-blocking throughput capacity of 280 Gbps full duplex or higher.	

5.2	Router shall support 64k IPv4 routes / 32k IPv6 routes and Multicast routes 1K.	
5.3	Router shall support 100 multicast groups.	
5.4	Minimum 500 MPLS layer-3 VPN's.	
5.5	Minimum 250 MPLS VPLS.	
5.6	Minimum 500 MPLS Layer-2 PWs.	
5.7	Router shall support min 64 BFD sessions.	
<b>6</b>	<b>Certificates and environment standards</b>	
6.1	Should comply to NEBS Level 3 specifications. / Equivalent TEC QM 333 or latest specification	
6.2	6.2 Safety: IEC/EN 60825-1 or IEC/EN 60825-2 or EN/IEC 60950-1	
6.3	Storage:EN300 019-2-1 class 1.2 / GR-63-CORE and GR-1089- CORE / Equivalent TEC QM 333 or latest specification	
6.4	Transport:EN300 019-2-2 class 2.3 / GR-63-CORE and GR-1089- CORE / Equivalent TEC QM 333 or latest specification	
6.5	In service:EN300 019-2-3 class 3.2 / GR-63-CORE and GR-1089- CORE	
6.6	Relative humidity: 5 to 85% (non-condensing).	
6.7	Operating temperature: 0°C to 45°C.	
<b>7</b>	<b>MPLS Labels: Minimum 32K and Label Stack: 5</b>	
<b>8</b>	<b>The offered devices must support following functionalities to support 3rd party SDN (in future)</b>	
8.1	The router should support RFC 6020, YANG - A Data Modelling Language for the Network Configuration	
8.2	Protocol (NETCONF)	
8.3	The solution should support the network configuration protocol (NETCONF)	
8.4	The router should be able to act as Path computation client in the PCE architecture defined in RFC 4655 or should support BGP-LS	
8.5	The router should support PCECP as defined in RFC5440 or should support BGP-LS	
8.6	The router should support BGP link-state (BGP-LS), RFC 4655	
8.7	The router should support SPRING or Source Packet Routing in Networking or Segment routing	
8.8	The offered devices must support API/NBIs for auto discovery of Services and Physical & Logical Topology	
<b>9</b>	<b>TELEMETRY Function: It shall support following:</b>	
9.1	The router should support telemetry based on push model for monitoring network devices	
9.2	The router should support various software models/sensors for capturing different health parameters from the devices	
9.3	The router should support sending telemetry data to multiple consumers simultaneously	
9.4	The router shall support GPB/GRPC/KAFKA encoding for telemetry data (Optional)	
9.5	The software model/sensors should be based on either yang, xml or open config	
9.6	The solution shall use either UDP or GRPC for transport of telemetry data	
9.7	The system should support streaming granularity of at least 10 sec	
9.8	The router shall have the ability to interact with open standard based tools	
9.9	The system should support REST-API/Yang and Netconf for communication with third party tools and applications	
9.10	Enabling telemetry should not have any adverse impact on the performance of the device/router	

9.11	The OEM shall ensure that the use of third party optics shall not be explicitly blocked on the Router. Router must support all MSA complied optics available in market	
<b>10</b>	<b>Segment Routing</b>	
10.1	The router should support SR-MPLS dataplane and protocols OSPF, IS- IS and BGP Segment routing extensions	
10.2	Traffic Steering of SR policies and Segment Routing TI-LFA SRLG Protection	
10.3	LSP ping, trace-route, Pseudo wire Ping over Segment Routing, trace route for binding-SID	
10.4	MPLS-LDP interworking with SR-ISIS / SR-OSPF and LDP over RSVP.	
10.5	Router should have capability to calculate Bandwidth based path using centralized controller.	
10.6	Shall support SR and MPLS (LDP) Interworking Mapping Server	
10.7	Label distribution protocol and segment routing should coexist and there should support option to prefer LDP over	
10.8	Router ASIC should be capable of supporting SRv6 natively and interworking with SR-MPLS in future .	
10.9	Any Licenses, software required for meeting the requirement should be available from day 1 and bidder to consider in the offer.	
10.10	The OEM shall ensure that the use of third party optics shall not be explicitly blocked on the Router. Router must support all MSA complied optics available in market	
10.11	Router should support GRE tunnels (RFC 2784) or equivalent for creating tunnel on IP	
10.12	The Router/Router (OS)/Series/Family should be tested and certified for EAL2/NDPP (or above) under common criteria programme for security related functions or under Indian common criteria certification scheme (IC3S) by STQC, DEIT, Government of India.	
11	Warranty: 05 years	

**SOR No. 3: QSFP 28-LR optics distance supported 10KM Single Mode:**

Sr. No.	Description	Requirements	Compliance (Yes/No)
1	Connector	Dual LC/UP	
2	Signalling rate, each lane	25.78125 GBd +/-100 ppm	
3	Standards compliance (Ethernet/ OTN Standard, for e.g. 100GBASE-LR4)	IEEE 802.3ba-2010	
4	Operating Temperature (range	0° C to 70° C	
5	Transmitter output power, each lane (minimum, maximum	-4.3dBm,4.5 dBm	
6	Cable type	SMF	
7	Receiver input power, each lane (minimum, maximum	-10.6dBm,,4.5 dBm	
8	Monitoring available	Digital optical monitoring	
9	Transmitter wavelengths (range	1294.53 nm through 1296.59 nm	
		1299.02 nm through 1301.09 nm	

		1303.54 nm through 1305.63 nm	
		1308.09 nm through 1310.19 nm	
10	Warranty	1 year	

**SOR No. 4: QSFP 28-SR optics distance supported 10KM Single Mode:**

Sr. No.	Description	Requirements	Compliance (Yes/No)
1	Connector	MPO	
2	Signalling rate, each lane	25.78125 GBd +/-100 ppm	
3	Standards compliance (Ethernet/OTN Standard, for e.g. 100GBASE-LR4)	IEEE 802.3bm	
4	Operating Temperature (range)	0° C to 70° C	
5	Transmitter output power, each lane (minimum, maximum)	-4.3dBm,4.5 dBm	
6	Cable type	MMF	
7	Receiver input power, each lane (minimum, maximum)	-10.6dBm,,4.5 dBm	
8	Monitoring available	Digital optical monitoring	
9	Transmitter wavelengths (range)	1294.53nm through 1296.59 nm	
		1299.02nm through 1301.09 n	
		1303.54nm through 1305.63 n	
		1308.09nm through 1310.19 nm	
10	Warranty	1 year	

**SOR No. 5: 40G QSFP + LR optics (SM Distance Supported up to 10 Kms):**

Sr. No.	Description	Requirements	Compliance (Yes/No)
1	Connector	Dual LC/UP	
2	Signalling rate, each lane	40 Gbps (10 Gbps per lane)	
3	Standards compliance (Ethernet/OTN Standard, for e.g. 100GBASE-LR4)	40GBASE-LR4	
4	Operating Temperature (range)	0° C to 70° C	
5	Transmitter output power, each lane (minimum, maximum)	-4.3dBm,4.5 dBm	
6	Cable type	SMF	
7	Receiver input power, each lane (minimum, maximum)	-10.6dBm,,4.5 dBm	
8	Monitoring available	Digital optical monitoring	
9	Transmitter wavelengths (range)	1294.53nm through 1296.59 nm	
		1299.02nm through 1301.09 n	
		1303.54nm through 1305.63 n	
		1308.09nm through 1310.19 nm	

10	Warranty	1 year	
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**SOR No. 6: Router equipped with 4x10G SFP+ port & 8x1G SFP Port. (Additional 2x10G SFP+ port for future upgradeability)**

Sl. No.	Description	Complied (Yes/No)
1	4x10G SFP+ port & 8x1G SFP Port. Additional 2x10G SFP+ port for future upgradeability in same hardware from day one.	
2	Router shall have minimum of 64 Gbps (full duplex) forwarding bandwidth at layer 2 Routing fabric.	
3	Router shall have minimum 45 million packets (64 Byte packets) per second forwarding rate.	
4	Router shall have a minimum of 16K MAC address space.	
5	Router should support minimum 250 VLANs.	
6	Router should have inbuilt redundant power DC supply (-48 V) and the Power (DC) shall be -48 V Telco nominal to -60V Telco nominal.	
7	Should support Dual Images.	
8	Should support Optical Transceiver Digital Diagnostic Monitoring.	
9	Should support port mirroring and jumbo frame.	
10	Should support following security features viz.:	
	i) Broadcast/Multicast/Unicast Storm Control,	
	ii) Control plane DoS Attack Prevention	
11	Router should support following SNMP traps or Syslog:-	
	i. Interface UP & Down.	
	ii. Optical power SFP threshold alarms.	
	iii. STP Topology Changes and New root bridge.	
	iv. LLDP table changes.	
	v. Power Supply (Primary and Secondary) down and Up alarms in case of redundant power supply.	
	vi. Threshold traps like CPU, Chassis Temperature and Memory.	
	vii. CFM and LFM alarms.	
12	Router should comply to following Temperature performance parameters:	
	I) Operating Temperature - min -0 to 65 °C	
	II) Storage Temperature - min -40 to 70 °C (-40 to 158 °F)	
13	The Router shall be designed for continuous operations with have a dual fan system. The vendor shall state if it is a fan less architecture.	
14	Should be IPv6 feature ready from day 1.	
15	Device should have IP SLA monitoring (or equivalent functionality) for Latency, Packet drop, Jitter etc. and should also support SNMP polling for IP SLA monitoring.	
16	Routers should support following Metro Ethernet Features.	
	i. ITU-T G.8032 Ethernet Ring Protection designed for loop protection.	

	ii Should support multiple Ring up to 8 ring (Main and Sub Ring) protection failover within 50 ms. Or ITU-T G.8032 v2.	
17	The operating system of the Routers category/series/family should be MEF-9/14 or CE (Carrier Ethernet) Certified/compliant.	
18	Routers should be NEBS certified.	
19	<b>Routers should support following MPLS/IP Features.</b>	
	i. The Router shall support E-Line or E-LAN MEF standards	
	ii. The Router shall support MPLS-FRR or IP-FRR to ensure high availability	
	iii. The Router shall support Ethernet protection based on ITU-T G.8032 with OAM (Ethernet OAM compliant with IEEE 802.3ah/Y.1731) features like LFM, CFM and Performance monitoring.	
	iv. The Router shall support point to point VPWS or multipoint Virtual Private LAN service	
	v. The LAN Router shall support an IGMP/IGMPv3 snooping function.	
	vi. The Router shall support PIM-SM. Static RP/BSR/Auto-rp support is required.	
	vii. The Routers shall support policy QoS including - policy based classification, bandwidth control and scheduling.	
20	<b>Routers should have following IPv6 requirements are desired but not mandatory:</b>	
	i. DHCPv6 Relay: reload Persistent interface ID, notification for prefix delegation.	
	ii. IPv6 Multicast: PIM SSM, MLDv2, routable address hello.	
	iii. IPv6 QoS: WRED/WTD for IPv6, AF/EF Forwarding PHB, IPv6 SLA/RPM or Equivalent.	
	iv. RIPng.	
21	<b>Routers should support following features Scaling values.</b>	
	i. Should support maximum 32K number of IPv4 Routes	
	ii. Should support maximum 8K number of IPv6 Routes	
	iii. Should support 5 level of MPLS Labels lookup	
	iv. Should support maximum 12k number of MPLS Labels (Provider Router)	
	v. Should support maximum 128 No of L3 VRF/L2VPN	
	vi. Should support MPLS label-Switching router (LSR & LER) functionality	
	vii. Any Licenses, software required for meeting the requirement should be available from day 1 and bidder to consider in the offer.	
	viii. The OEM shall ensure that the use of third party optics shall not be explicitly blocked on the Router. Router must support all MSA complied optics available in market	
	ix. Router should support GRE tunnels (RFC 2784) or equivalent for creating tunnel on IP	
	x. The Router/Router (OS)/Series/Family should be tested and certified for EAL2/NDPP (or above) under common criteria programme for security related functions or under Indian common criteria certification scheme (IC3S) by STQC, DEIT, Government of India.	
	Warranty: 5 years	

**SOR No. 7: SFP+ 10G UD (80km):**

Parameter	Specification	Compliance (Yes/No)
Applications	<ul style="list-style-type: none"> <li>• 10GBASE Ethernet @10.3125G</li> <li>• Fiber Channel 800-SM-LC-L 8GFC @8.5G, 1200-SM-LL-L 10GFC @10.51875G</li> <li>• SONET OC-192 &amp; SDH STM-64 @9.953G</li> <li>• CPRI Option #7 @9.83G, #8 @10.1376G</li> <li>• OTN OTU2 @10.7G, OTU2e @11.09G,</li> <li>• OTU2f @11.32G</li> </ul>	
Features	<ul style="list-style-type: none"> <li>• Compatible with IEEE802.3ae 10GBASE Ethernet</li> <li>• Compliant with CPRI Option 7, 8</li> <li>• Compliant with SFF-8431 SFP+ MSA</li> <li>• Support 8.5Gb/s to 11.32Gb/s Multi-Rate</li> <li>• Hot Pluggable</li> <li>• 1550nm EML laser transmitter</li> <li>• APD receiver</li> <li>• Dual fiber LC connector</li> <li>• 2-wire interface for management and diagnostic monitor compliant with SFF-8472</li> <li>• Single +3.3V power supply</li> <li>• Link distance 80km over SM fiber</li> <li>• RoHS Compliant</li> </ul>	
Absolute Maximum Ratings:	<b>Parameters Symbol Min. Max. Unit</b> Storage Temperature TST -40 +85 °C Storage Relative Humidity RH 5 95 % Supply Voltage VCC -0.5 +4.0 V	
Operating Conditions	<b>Parameters Symbol Min. Typ. Max. Unit</b> Case Operating Temp. (WDSSP-H8-C49-80D) TOP 0 - +70 °C Case Operating Temp. (WDSSP-H8-C49-80Di) TOP -40 - +85 °C Supply Voltage VCC +3.13 +3.3 +3.47 V Supply Current (WDSSP-H8-C49-80D) ICC 400 mA Supply Current (WDSSP-H8-C49-80Di) ICC 450 mA	
Warranty	1 year	

**SOR No. 8: SFP+ 10G BD (40km):**

Srl. No.	Technical Specification	Compliance (Yes/No)
1	SFP module should comply with multi-source agreement (MSA), enabling compatibility with equipment of Watchdog, Zyxel, Edgcore, Techroute, CISCO, Juniper, D-Link, Nokia, Ciena etc.	
2	Should support 30 - 40km. optical distance on single fiber	
3	Should have LC type connector	
4	Transmitted Optical Power range : 4.00 dBm. ~ - 1.00 dBm.	

	Received Optical Power range: 1.50 dBm. ~ - 17 dBm.	
5	Should quote rate in pair (BX U & D)	
6	Should have 10 Gigabit Ethernet capacity on single mode fiber.	
7	Should support Digital Diagnostic Monitoring feature with following operating parameters: Transceiver temperature" 0 ~ 70 degC Laser bias current Transceiver supply voltage: 3.3V It also provides a sophisticated system of alarm and warning flags	
8	OEM should be having valid ISO 9000 Certificate	
9	Should have CE and FCC and UL or equivalent regulatory compliances	
10	Operating temperature of the SFP should be minimum 0 to 70°C (23 to 149 °F)	
11	Complies with SFF-8431 SFP+ MSA (Multi-Source Agreements Standards)	
12	Complies with 1270nm & 1330nm DFB laser transmitter & CPRI Option 7, 8	
13	Should support 9.83G to 11.32Gb/s Multi-Rate & 2-wire interface for management and diagnostic monitor compliant with SFF-8472	
14	Warranty : 1 Year	

**SOR No. 9: SFP+ 10G BD (20km):**

Srl. No.	Technical Specification	Compliance (Yes/No)
1	SFP module should comply with multi-source agreement (MSA), enabling compatibility with equipment of Watchdog, Zyxel, Edgecore, Techroute, CISCO, Juniper, D-Link, Nokia, Ciena etc.	
2	Should support 10 - 20km. optical distance on single fiber	
3	Should have LC type connector	
4	Transmitted Optical Power range : -1.00 dBm. ~- 4.00 dBm. Received Optical Power range : 1.50 dBm. ~ - 14 dBm.	
5	Should quote rate in pair (BX U & D)	
6	Should have 10 Gigabit Ethernet capacity on single mode fiber.	
7	Should support Digital Diagnostic Monitoring feature with following operating parameters: Transceiver temperature" 0 ~ 70 degC Laser bias current Transceiver supply voltage: 3.3V It also provides a sophisticated system of alarm and warning flags	
8	OEM should be having valid ISO 9000 Certificate	
9	Should have CE and FCC and UL or equivalent regulatory compliances	
10	Operating temperature of the SFP should be minimum 0 to 70°C (23 to 149 °F)	
11	Complies with SFF-8431 SFP+ MSA (Multi-Source Agreements Standards)	
12	Complies with 1270nm & 1330nm DFB laser transmitter & CPRI Option 7, 8	
13	Should support 9.83G to 11.32Gb/s Multi-Rate & 2-wire interface for management and diagnostic monitor compliant with SFF-8472	
14	Warranty : 1 Year	

**SOR No. 10: 1G SFP, UD, 40Km:**

Srl. No.	Technical Specification	Compliance (Yes/No)
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1	Multi-Vendor MSA Compatible with OEM Equipment of Watchdog, Zyxel, Edgecore, Techroute, CISCO, Juniper, D-Link, Nokia, Ciena etc.	
2	Should support 40 km optical distance on dual fiber	
3	Should have LC type connector	
4	Rate shall be quoted in the unit Nos.	
5	Should have 1 Gigabit Ethernet capacity on single mode fiber.	
6	Should support Digital Diagnostic Monitoring feature with following operating parameters: Operating temperature: 0 ~ 70 deg. C Laser bias current Transmitted optical power: 0 ~ -5dBm Received optical power: -23dBm Transceiver supply voltage: 3.3V It also provides a sophisticated system of alarm and warning flags	
7	OEM should be having valid ISO 9000 certificate	
8	Should have CE and FCC and UL or equivalent regulatory Certificate	
9	Operating temperature of the SFP should be minimum 0 to 70°C (23 to 149 °F)	
10	Complies with SFF-8431 SFP+ MSA (Multi-Source Agreements Standards)	
11	1310 nm Hot Pluggable Module	
12	Should support 1000BASE LX@1.25G or 100 BASE-LX @1.25G	
13	Warranty: 1 year	

**SOR No. 11: MPO Multi Mode (20 mtr) Patch Chord :**

Parameter	Specification	Compliance (Yes/No)
Applications	<ul style="list-style-type: none"> <li>Data Center</li> <li>High Speed 40G, 100G, 200G, 400G Network</li> <li>Optical Access Network</li> <li>Broadband / CATV System</li> </ul>	
Features	<ul style="list-style-type: none"> <li>12 Core</li> <li>High Density &amp; Compact Size</li> <li>Compliant with IEC61754-7, TIA/EIA 604-5, GR-326, GR-1435</li> <li>LSZH, OFNR, OFNP cable jacket</li> </ul>	
Technical Parameters	Fiber Type SM ( APC ) MM OM1 OM2 MM OM3 MM OM4 MPO Connector Color Green Beige Aqua Aqua or Violet Operating Wavelength 1270~1610nm 850nm / 1300nm MPO Insertion Standard Loss* $\leq 0.75\text{dB} \leq 0.75\text{dB}$ MPO Insertion Low Loss ( Elite )* $\leq 0.35\text{dB} \leq 0.35\text{dB}$ Other Connector Insertion Loss* $\leq 0.30\text{dB}$ Return Loss* $\leq -60\text{dB} \leq -20\text{dB}$	

	MPO Fiber Height 1000~3000nm MPO adjacent Fiber height difference $\leq$ 200nm MPO all Fiber height difference $\leq$ 350nm MPO X / Y End-face Angel -0.2 ~ 0.2 um Operating Temperature -40 ~ +70°C	
Warranty	1 year	

**SOR No. 12: MPO to LC\*4 (SM breakout cable 10 mtr) Patch chord:**

Parameter	Specification	Compliance (Yes/No)
Fiber Type	9/125µm Single Mode OS2	
Fiber Count	8-Fiber	
Connector Type	MPO Female to 4x LC Duplex	
Polish	APC to UPC	
Cable Length	10 m.	
Cable Diameter	MPO:3.0mm, Fan-out:2.0mm	
Insertion loss	MPO $\leq$ 0.7dB, LC $\leq$ 0.3dB	
Return Loss	MPO $\geq$ 55dB, LC $\geq$ 50dB	
Polarity	Type B (Crossover)	
Durability	$\geq$ 500 times	
Jacket Material	LSZH	
Jacket Color	Yellow	
Environment	Operating: -20°C to 70°C Storage: -40°C to 85°C	
Application	Optical switching interframe connections High-density fiber card edge access 40G and 10G interconnect Data Center Cabling	
Warranty	1 year	

**SOR No. 13: MPO to LC\*4 (SM breakout cable 20 mtr) Patch chord:**

Parameter	Specification	Compliance (Yes/No)
Fiber Type	9/125µm Single Mode OS2	
Fiber Count	8-Fiber	
Connector Type	MPO Female to 4x LC Duplex	
Polish	APC to UPC	
Cable Length	20 m.	
Cable Diameter	MPO:3.0mm, Fan-out:2.0mm	
Insertion loss	MPO $\leq$ 0.7dB, LC $\leq$ 0.3dB	
Return Loss	MPO $\geq$ 55dB, LC $\geq$ 50dB	
Polarity	Type B (Crossover)	
Durability	$\geq$ 500 times	
Jacket Material	LSZH	
Jacket Color	Yellow	
Environment	Operating: -20°C to 70°C Storage: -40°C to 85°C	

Application	Optical switching interframe connections High-density fiber card edge access 40G and 10G interconnect Data Center Cabling	
Warranty	1 year	

**SOR No. 14: DAC Cable 5 mtr:**

Parameter	Specification	Compliance (Yes/No)
Product Series	100G QSFP28 DAC Cable	
Form Factor	QSFP28 to QSFP28	
Data Rate	100 Gb/s	
Passive or actively equalized	Passive	
Supply Voltage	3.3V	
Cable Length	5 meter	
Cable impedance	100 Ω	
Cable Type	Twinax	
Wire Gauge	24AWG	
Minimum cable bend radius	50 mm	
Cable Jacket Type	PVC	
Connector	QSFP28/QSFP28	
Digital Diagnostic Monitoring	N/A	
Environment	Operating: 0°C to 70°C Storage: -40°C to 85°C	
Application	Switches, servers, and routers Data Center networks Storage area networks High-performance computing Telecommunication and network infrastructure Fibre Channel over Ethernet	
Application	Switches, servers, and routers Data Center networks Storage area networks High-performance computing Telecommunication and network infrastructure Fibre Channel over Ethernet	
Warranty	1 year	

**SOR No. 15: MPO-MPO Female OM4 12 core type B 5M 3.0mm MM50/125um aqua:**

Parameter	Specification	Compliance (Yes/No)
Fiber Type	50/125µm Multimode OM4	
Fiber Count	12-Fiber	
Connector Type	MPO Female to MPO Female	
Polish	PC to PC	
Cable Length	5 m.	
Cable Diameter	3.0 mm	
Insertion Loss	Standard: ≤0.6dB (0.40dB Typ.) Elite: ≤0.35dB (0.15dB Typ.)	
Return Loss	≥20dB	
Polarity	Type B (Crossover)	
Durability	≥500 times	
Jacket Material	LSZH	
Jacket Color	Magenta	
Environment	Operating: -20°C to 70°C Storage: -40°C to 85°C	
Application	Optical switching interframe connections High-density fiber card edge access Array trunk cables Data Center Cabling	
Warranty	1 year	

**SOR No. 16-18: Patch Chord (LC-LC 20/10/5 Mtr)**

Sr. No	Parameter	Specification	Compliance (Yes/No)
1	Connector type, Connector End A	LC/PC	
2	Connector type, Connector End B	LC/PC	
3	Cable type	Simplex	
4	Fiber type	Single Mode 9/125 micron	
5	Cable Size, Outer dia (in mm)	0.9 / 3	
6	Cord Length (in m)	20/10/5	
7	Jacket material (Sheath material)	LSZH / PVC	
8	Cable colour	Yellow	
9	Operating temperature	-10 deg C to +60 deg C	
10	Connector Insertion loss, Max. (in dB)	0.2 / 0.3	
11	Connector Return loss , Min. (in dB)	50 / 55	
12	Material of Ferrule	Zirconia Ceramic, Pre Radiused and pre polished	
13	Durability	200 Mating cycle	
14	Warranty	1 year	

**SOR No. 19: Optical Attenuator-5 dB (LC type)**

Sr. No	Parameter	Specification	Compliance (Yes/No.)
1	Connector First End	LC, Male	
2	Connector Second End	LC, Female	
3	Attenuation	5dB	
4	Cable Mode	Simplex	

5	Media	SMF	
6	Standard	OS1	
7	Compatible OEM	Industry standard	
8	Warranty	1 year	

**SOR No. 20: AC to DC converter 10A 230V I/P 48V O/P:**

Srl. No.	Features	Compliance (Yes/No.)
1	Protections- Short circuit/ Overload/ Over voltage/ Over temperature	
2	Forced air cooling by built-in DC fan	
3	Withstand 300VAC surge input for 5 seconds	
4	Built-in cooling fan Off-On control	
5	Built-in constant current limiting circuit	
6	100% full load burn in test.	
7	Led indicator for power on.	
8	Fixed switching frequency at 900KHz	
9	High reliability	
10	OUTPUT DC Voltage- 48V	
11	Rated Current- 7.3A	
12	Rated Power- 350.4W	
13	Setup Rise Time - 1000ms, 50ms/230VAC 1000ms, 50ms/ 115VAC at full load	
14	INPUT Voltage Range- 90 ~ 132VAC / 180 ~ 264VAC by switch 254 ~ 370VDC	
15	Efficiency- 87.5% : Frequency Range- 47 ~ 63Hz	
16	AC Current - 7A/115VAC 4A/230VAC : Leakage Current- <3.5mA /240VAC	
17	Overload- 105 ~ 135% rated output power	
18	Protection type - Constant current limiting, recovers automatically after fault condition is removed	
19	Over Voltage- 57.6 ~ 67.2V	
20	Over Temperature- 90°C}5°C(3.3~7.5V); 85°C}5°C(12~15V); 80°C}5°C(24V);75°C}5°C(27~48V) (TSW1) Detect on case	
21	Function- Fan off/on control - RTH2≥50°FAN ON, ≤45°FAN OFF (3.3 ~ 7.5V)	

22	Working Temperature- -20 ~ +60°C(Refer to output load rating curve)	
23	Working Humidity - 20 ~ 90% RH non-condensing	
24	Safety Standards - UL60950-1 equivalent	
25	Warranty: 1 year	

**SOR No. 21: DC to AC converter 220V I/P, 48V O/P:**

Sl. No.	Parameter		Specified limit	Compliance (Yes/No)	
1	AC Output	Rated Power (Continuous)	250W		
2		Over Rated Power (3 Min.)	287.5W		
3		Peak Power (10 Sec.)	375W		
4		Surge Power (30 Cycles)	500W		
5		AC Voltage	Default setting set at 230VAC	200/220/230/240Vac selectable by DIP S.W	
6					
7		Frequency	Default setting set at 50Hz ± 0.1Hz	50/60Hz selectable by DIP S.W	
8					
9		Waveform	True sine wave (THD<3%)		
9	AC Regulation	±3.0% at rated input voltage			
10	DC Input	DC voltage	48V		
11		Voltage Range (Typ.)	40~66Vdc		
12		DC Current (Typ.)	7A		
13		Off Mode Current Draw	<1mA at battery ~ DC input must be disconnected		
14		Efficiency (typ.)	93%		
15	Protection	AC Output	Over Temperature	Protection type: Shut down o/p voltage, re-power on to recover	
16			Output Short	Protection type: Shut down o/p voltage, re-power on to recover	
17			Over Load (Typ.)	105~115% load for 180 sec., 115%~150% load for 10 sec.	
18				Protection type: Shut down o/p voltage, re-power on to recover	
19	Function	Remote Control	Power ON-OFF remote control by front panel dry contact connector (by RELAY), Open : Normal work; Short : Remote off		
20		Tx/Rx	Support Tx/Rx for monitoring power inverter status		
21	Environment	Working Temp.	-20 ~ +70°C(Refer to		

				"Derating curve")	
22		Working Humidity		20% ~ 90% RH non-condensing	
23		Storage Temp., Humidity		-30 ~ +70°C / -22 ~ +158°F, 10 ~ 95% RH non-condensing	
24	Safety & EMC	Safety Standards		CB IEC62368-1 for all models; E13, EAC TPTC004, AS/NZS 62368.1 for NTS-250P-212/224/248 approved	
25		EMC Emission	Radiated	FCC for 112, 124, 148 only ( Test Level: Class A)	
26	Warranty			1 year	

**Note:**

The OEM of the Routers and Switches offered should have Trusted Source Certificate from NSCS (National Security Council Secretariat)/Trusted Telecom Portal for the tendered item (SOR 1, 2 & 6).

## **Section VIII: Qualification Criteria**

(Ref ITB-clause 1.4)

Note for Bidders: Regarding this Schedule, Bidders shall submit Form 4: 'Qualification Criteria – Compliance' with their Technical bid.

### **1. Technical Eligibility Criteria:**

- a. The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
  - i. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
  - ii. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
  - iii. One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
- b. In case of tenders for composite contracts, tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.
  - i. Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
  - ii. Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
  - iii. One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Completion certificates with Satisfactory working and value of the work completed from the user organizations is required to be submitted.

# For Start-ups (recognized by Department of Industrial Policy and promotion, Ministry of Commerce and Industry), the bidder should have successfully completed similar work costing not less than 1/3<sup>rd</sup> of the amount specified against 1.a.i, ii, iii and 1.b.i, ii, iii indicated above.

**Note-1:** Separate completed works of minimum required values for each component shall also be considered for fulfilment of technical eligibility criteria. To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

**Note-2:** Substantially completed work shall be considered if payment equal to or more than 80% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 90 days of date of invitation of present tender.

**Note-3:** Similar work # Projects of Telecom Transmission Network / Data Network / Broadband Network in Government / PSUs / Telecom Service Providers network/ISP

Network/ Public listed company

- 2. Financial Eligibility Criteria:** The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.

# For Start-ups (recognized by Department of Industrial Policy and promotion, Ministry of Commerce and Industry), the bidder should have 1/3<sup>rd</sup> of the cumulative turnover indicated above.

- 3. Past Performance:** The OEM {themselves or through reseller(s)} should have supplied same or similar category products for 35% of tendered quantity, during last preceding 3 financial years (i.e. current year and three previous financial years) before the bid opening date to any Government/ PSU/ Public Listed Company. OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory. Copies of relevant contracts to be submitted along with bid in support of quantity supplied during above period.
- 4. Experience Criteria:** The product of same or similar category should have been satisfactorily working in Government/PSUs/Public Listed Company for at least 12 months. Satisfactory Working Performance by the end user is required to be submitted and it should be issued during last one year from the date of opening of Tender.

**Note-1:** Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), 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.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

**Note-2:** 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 or entity authorized by RBI to do so 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

**Note-3:** 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 fulfilment 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 fulfilment of credentials.
3. If a part or a component of contract is completed but the overall scope of contract is not completed (for example, supply of items has been made but installation and commissioning is pending), this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work is more than required for fulfilment of credentials. AMC is excluded from the overall scope of the contract.
4. In case a contract is considered similar in nature for fulfilment 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  $0.3 \times 0.2 \times$  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.

15. 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 along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. 10. Non submission of an affidavit by the bidder shall result in summarily 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 here under nor will it affect any rights of the RailTel thereunder.

## **BIDDING FORMS**

## Form 1: Bid Form (Covering Letter)

(Ref ITB-clause 9.2.1)

(To be submitted as part of Technical bid, along with supporting documents, if any)

### (On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

To

Principal Executive Director,  
19th Floor, Aurora Waterfront Building,  
Plot No. 34/1, Block GN, Sector-V,  
Salt Lake City, Kolkata-700091

Ref: Your Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid (Price Schedule) for the supply of Goods and incidental Works/ Services in conformity with the said Tender Documents.

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

#### 1) **Our Credentials:**

a. We are submitting this bid: -

- on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 1.1 (Bidder Information).

Or

- as authorised dealer offering goods manufactured by our OEMs. Our OEM's authorization for signatories and related documents are submitted in Form 1.3 (OEM's Authorization and Undertakings).

Or

- as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Form1.4 (Declaration by Agents/ Associates of Foreign Principals/ OEMs).

b. We..... hereby certify that We/ our Principals/ OEM M/s ..... are proven, established, and reputed manufacturers with factories at ..... which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of RailTel.

**2) Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 4: Qualification Criteria - Compliance.

**3) Our Bid to supply Goods:**

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form 3: 'Technical Specifications and Quality Assurance - Compliance.'

**4) Prices:**

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- a. based on terms of delivery and delivery schedule confirmed by us; and
- b. Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- c. based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and

The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

- a. those prices; or
- b. the intention to submit an offer; or
- c. the methods or factors used to calculate the prices offered.

The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

**5) Affirmation to terms and conditions of the Tender Document:**

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document as per ITB 1.4. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement under GCC 28.5 as given in the Tender Document.

**6) Bid Security/ Bid Securing Declaration**

We have submitted the Bid security/ Bid Securing Declaration (BSD, in lieu of Bid Security) in stipulated format vide Form 7: 'Documents Relating to bid security.'

**7) Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period upto -----, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by RailTel, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**9) A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Purchase Order, shall constitute a binding contract between us.

**10) Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, RailTel has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**11) Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

**12) Rights of RailTel to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of  
[name & address of Bidder and seal of company]

## Form 1.1: Bidder Information

(Ref ITB-clause 9.2.1)

(To be submitted as part of Technical bid)

### (On Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

*Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanors in the Tender Document.*

*(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)*

#### 1) Bidder/ Contractor particulars:

- a. Name of the Company:.....
  - (i) Corporate Identity No. (CIN): .....
  - (ii) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
  - (iii) Place of Registration/ Principal place of business/ manufacture .....
  - (iv) Complete Postal Address: .....
  - (v) Pin code/ ZIP code: .....
  - (vi) Telephone nos. (with country/ area codes): .....
  - (vii) Mobile Nos.: (with country/ area codes): .....
  - (viii) Contact persons/ Designation: .....
  - (ix) Email IDs: .....

*Submit documents to demonstrate eligibility as per NIT-Clause 3 and ITB-clause 3.2 - A self-certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration;*

#### 2) Taxation Registrations:

- a. PAN number: .....
  - (i) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
  - (ii) GSTIN number:..... in Consignor and Consignee States
  - (iii) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
- b. We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

*Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.*

**3) Authorization of Person(s) signing the bid on behalf of the Bidder**

- a. Full Name: \_\_\_\_\_
  - (i) Designation: \_\_\_\_\_
  - (ii) Signing as:
    - A sole proprietorship firm. The person signing the bid is the sole proprietor/constituted attorney of the sole proprietor,
    - A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
    - A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

*Documents to be submitted:*

- i. Registration Certificate*
- ii. Memorandum of Association*
- iii. Partnership Agreement/ Power of Attorney*
- iv. Board Resolution*

**4) Bidder's Authorized Representative Information**

- a. Name:
  - (i) Address:
  - (ii) Telephone/ Mobile numbers:
  - (iii) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of  
[name & address of Bidder and seal of company]

DA: As above.....

## Form 1.2: Eligibility Declarations & Undertakings by Bidder

(Ref ITB-clause 9.2.1)

(To be submitted as part of Technical bid)

**(On Company Letter-head)**

(Along with supporting documents, if any)

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

To,

Principal Executive Director,  
RailTel Corporation of India Ltd  
19<sup>th</sup> Floor, Aurora Waterfront Building,  
Plot No- 34/1, Block- GN,  
Sector – V, Salt Lake City,  
Kolkata – 700091

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.*

*(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)*

We hereby confirm that we are complying with all the stipulation of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our eligibility to RailTel:

- 1) **Legal Entity of Bidder:** We are registered in India under the Companies Act (India) with our registered office in India for the last three years. Location: \_\_\_\_\_; Date of Registration/Incorporation: \_\_\_\_\_

In case of GTE: We are registered in \_\_\_\_ (Name of country) under the Companies Act \_\_\_\_ (Name of country) with our registered office in \_\_\_\_ (Name of country) for the last three years. Location: \_\_\_\_\_; Date of Registration: \_\_\_\_\_

- 2) **OEM / Agent/ Dealership Status:** \_\_\_\_\_

- 3) We  are/  are not a JV/ Consortium \_\_\_\_\_

(Submit the Affidavit and Agreement of JV/Consortium in Form 11 & 12/ 13)

- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):

a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

b) (including our Contractors/ subcontractors for any part of the contract):

1. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the RailTel Corporation of India Ltd. or any other Ministry/ Department from participation in its

Tender Processes; and/ or

2. Are Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
    - i. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
    - ii. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
    - iii. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
  3. Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;
    - i. Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
    - ii. We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
    - iii. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
    - iv. We or our promoters having equity stake or operating partnership in us, do not hold valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.
- 5) **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:**

We certify as under:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority."*

6) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise: \_\_\_\_\_
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners): \_\_\_\_\_

**7) Start-up Status**

We confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT. In case of Startup, we attach herewith the certificate issued by DPIIT. The certificate is the latest up to the deadline for submission of the bid.

**8) Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

- a) Self-Certification for the category of suppliers:

{Provide a certificate (with UDIN no.) from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers}. Details of local content and location(s) at which value addition is made are as follows:

Percentage of Local Content	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

**b) We also declare that**

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

**9) Self-Declaration by Indian Agents/ Associates of Foreign Principals**

- a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.
- b) Agency Agreement shall be submitted with Form 1.4. It shall cover

- i. the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - ii. any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, relisted in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.
- e) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by RailTel in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

**10) Under taking of Non Malicious code:**

- a) This is to certify that the hardware and the software being offered, as part of the contract, does not contain Embedded Malicious Code that would activate procedure to:-
  - i. Inhibit the desires and designed function of the equipment.
  - ii. Cause physical damage to the user or equipment during exploitation.
  - iii. Tap information resident or transient in the equipment/network.
- b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

**11) We authorize you to make payment of dues/bills to us in RTGS/NEFT mode against the particulars mentioned below:**

- a) Name of the agency as given in Bank account
- b) Name of the Bank:
- c) Bank Branch & address:
- d) Bank account no.:
- e) Bank account type (savings / current/Over Draft):
- f) IFSC code:
- g) NEFT Code:
- h) Agency's Address:
- i) Agency's telephone & mobile no.:
- j) GST Registration Details:
- k) We also enclose herewith a copy of cancelled cheque of the above mentioned bank account for verification of particulars.

**12) Escalation Matrix for Service Support:** Dedicated/Toll free/Telephone Numbers for service Support is/are\_\_\_\_\_

**13) Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and action will be taken as per this Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
.....

[name & address of Bidder and seal of company]

DA: As above.

### Form 1.3: OEM's Authorization and Undertakings

(Ref ITB-clause 9.2.1)

**(On Company Letter Head)**

(To be submitted as part of Technical bid)

OEM's Name \_\_\_\_\_

[Address and Contact Details]

To,

Principal Executive Director,

RailTel Corporation of India Ltd  
19<sup>th</sup> Floor, Aurora Waterfront Building,  
Plot No- 34/1, Block- GN,  
Sector – V, Salt Lake City,  
Kolkata – 700091

Ref. Your Tender No RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

**Manufacturing Authorization Form (MAF)**

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

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

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

**1. Undertaking of Long Term Maintenance Support/Annual Maintenance Contract (Not Applicable)**

**2. Under taking of Non Malicious code:**

- a) This is to certify that the hardware and the software being offered, as part of the contract, does not contain Embedded Malicious Code that would activate procedure to:-
  - I. Inhibit the desires and designed function of the equipment.
  - II. Cause physical damage to the user or equipment during exploitation.
  - III. Tap information resident or transit in the equipment/network.
- b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

**3. Undertaking of Intellectual Property Right (IPR):**

We certify that our offered products are genuine, have our own manufacturing setups and IPR for the hardware(s)/software(s), and not have 3rd party manufacturing from any company blacklisted in India or abroad (due to proven backdoor access and data vulnerability) or any company sharing land border with India. The Intellectual Property Rights (IPR) of all offered product and source code of all offered software are not residing in countries sharing land borders with India.

Or

**(In case of OEM from country that shares a land border with India)**

IPR of offered products and source code of offered software including are residing in ..... country (Please mention the country name) and OEM has been registered with the Competent Authority of Govt. of India and are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

1. We 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. Complete address for the same is \_\_\_\_\_
2. We have service facilities in India.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
.....

[name & address of OEM and seal of company]

### Form 1.4: Declaration by Agents/ Associates of Foreign Principals

(Required only for Agents/ Associates of Foreign Principals)

(Ref Clause 3.5 of ITB)

**(On Company Letter Head)**

(Along with supporting documents, if any)

(To be submitted as part of Technical bid)

Agent's Name \_\_\_\_\_

[Address and Contact Details]

To,

Principal Executive Director,

RailTel Corporation of India Ltd  
19<sup>th</sup> Floor, Aurora Waterfront Building,  
Plot No- 34/1, Block- GN,  
Sector – V, Salt Lake City,  
Kolkata – 700091

Dear Sirs,

Ref. Your Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

- 1) We, ....., are a Bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/OEM, Messrs. .... (name and address of the principal) to associate with them for participation in this Tender Process.
- 2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by RailTel as per the Tender Document.
- 3) The required details as per ITB-clause 3.5 are as follows.
  - a. Name of the Agent/ Associate:.....
  - b. Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
  - c. Year of establishment.....
  - d. Sister Concerns..... ,
  - e. Corporate Identity No. (CIN): .....
  - f. Aadhar Card of Owner/ CEO/ Partner
  - g. PAN number: .....
  - h. Complete Postal Address: .....
  - i. Pin code/ ZIP code: .....
  - j. Telephone nos. (with country/ area codes): .....
  - k. Mobile Nos.: (with country/ area codes): .....
  - l. Contact persons/ Designation: .....
  - m. Email IDs: .....

- n. Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):  
.....
  - o. GSTIN number:.....in Consignor and Consignee States
  - p. Registered office from where agency/association services would be mainly provided for GST Purpose: .....
  - q. Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....
- 4) Details required under ITB-clause 3.5 regarding the foreign principal/ OEM are given below.
- a. Name of the Company:.....
  - b. Nationality/ Country of operation/ incorporation.....
  - c. Status: manufacturer or agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
  - d. Complete Postal Address: .....
  - e. Telephone nos. (with country/ area codes): .....
  - f. Mobile Nos.: (with country/ area codes): .....
  - g. Contact persons/ Designation: .....
  - h. Email IDs: .....

5) *Because of price-sensitive information*, agency/ dealership/ any other agreement with foreign principals/ OEM shall be submitted as per ITB-clause 3.5, on-demand, after the Financial bid opening. It shall contain details of payments of all commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shall pay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

6) Our principals have authorized us to confirm that the commission/ remuneration, if any, under the contract shall be paid in India, in equivalent Indian Rupees, on satisfactory completion of the Project or supplies of Goods and Spares.

We enclose herewith: as appropriate, our ----- / Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

Yours faithfully,

.....

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

DA: 1. As above

**Form 2: Schedule of Requirements Compliance**

(Ref Clause 9.2.1 of ITB)

(As per SOR format given in Section VI/E-tendering portal **without prices**)

(To be submitted as part of Technical bid)

S. No.	Description	Unit	Qty.	Basic Unit Rate Inclusive of Freight, Insurance, Packaging and other charges	Amount without GST (INR)	GST %	GST Amount (INR)	Amount with GST (INR)

**Form 3: Technical Specifications and Quality Assurance- Compliance (to be signed by both bidder and OEM separately)**

(Ref ITB-clause 9.2.1, Section VII: Technical Specifications and Quality Assurance)

(To be submitted as part of Technical bid)

**(on Company Letter-head)**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

*Note to Bidders: Highlight in this form deviations, if any, from Section VII: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Submit copies of original test certificates for standards/ specification tests on the Goods and other relevant documents like technical data, literature, drawings, etc. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Technical Specification and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
[name & address of Bidder/OEM and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

**Form 4: Qualification Criteria - Compliance**

(Ref ITB-clause 9.2.1, Section VIII Qualification Criteria)

(To be submitted as part of Technical bid)

**(on Company Letter-head)**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

Documents Attached supporting the compliance to qualification criteria:

S. No.	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	
4	

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
[name & address of Bidder and seal of company]

DA: As above, if any

**Form 4.1: Performance Statement**

(Ref ITB-clause 9.2.1 Section VIII Qualification Criteria)

(To be submitted as part of Technical bid)

**(on Company Letter-head)**

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

*Note to Bidders: Fill up this Form against qualifying criteria highlighting their qualification to supply relevant Goods. Copy of issued Contract/Purchase Order/ user/client certificate for satisfactory performance mentioning PO no. shall be attached here. You may attach more documents as required to showcase your past performance. Add additional details not covered elsewhere in your bid in this regard.*

Qualifying criteria no.	Order issued by	Order No. & Date	Qty ordered	Quantity supplied	Price at which supplied	The total value of the order	Status as on date---	% completed
1							-	
2							-	
3							-	
4							-	
-							-	
							-	
							-	

.....  
 (Signature with date)

.....  
 (Name and designation)

Duly authorized to sign bid for and on behalf of

.....  
 .....

[name & address of Bidder and seal of company]

DA: Performance records/ contracts

**Form 5: Terms And Conditions- Compliance**

(Ref ITB-clause 9.2.1)

(To be submitted as part of Technical bid)

**(on Company Letter-head)**

Bidder’s Name \_\_\_\_\_

[Address and Contact Details]

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

*Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-Clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

DA: If any, at the option of the Bidder.

## Form 6: Check-List for Bidders

(Ref ITB-clause 9.2.1)

(To be submitted as part of Technical bid)

**(on Company Letter-head)**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

*Note to Bidders: This check-list is merely to help the bidders to prepare their bids, it does not over-ride or modify the requirement of the tender. Bidders must do their own due diligence also.*

Sr. No.	Documents submitted, duly filled, signed	Yes/No/ NA
1.	Form 1.- bid Form (to serve as covering letter and declarations applicable for both the Techno-commercial bid and Financial bid)	
2.	Form 1.1: Bidder Information along with Power of attorney and Registration Certificates etc.	
2.a	Self-attested copy of Registration certificates etc. of the firm	
2.b	Self-attested copy of PAN	
2.c	Self-attested copy of GSTIN registration(s)	
2.d	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign the bid	
3.	Form 1.2: Eligibility Declarations and Undertakings by Bidder, along with supporting documents	
3.a	Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighboring countries	
3.b	Self-attested copy of MSME registration	
3.c	Self-attested copy of Start-up registration/ status	
3.d	Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore	
3.e	Undertaking of Non-Malicious Code (if applicable)	
3.f	Authorization for payment through RTGS/NEFT with Bank details	
4.	If applicable, Form 1.3: OEM's Authorization and Undertakings	
4.a	Manufacturing Authorization Form (if applicable to Bidder concerned)	
4.b	Undertaking for Long Term Maintenance Support/AMC (Not Applicable)	
4.c	Undertaking of Non-Malicious Code (if applicable)	
4.d	Undertaking of IPR (if applicable)	
5.	If applicable, Form 1.4: Declaration by Agents/ Associates of Foreign Principals/ OEMs	
5.a	Self-attested copy of Registration certificates etc., of the agent/ dealer.	
5.b	Self-attested copy of Power of Attorney etc. authorizing signatories on stamp paper to sign Form 1.4 of Agent Dealer	
6.	Form 2: 'Schedule of Requirements - Compliance	
7.	Form 3: Technical Specifications and Quality Assurance - Compliance	
7.a	Relevant documents like technical data, literature, drawings, and other documents, at the option of Bidder	
8.	Form 4: Qualification Criteria - Compliance	
8.a	Documents Attached supporting the compliance to qualification criteria	

9.	Form 4.1: Performance Statement	
9.a	Documents/ contracts supporting the performance statement	
10.	Form 5: Terms and Conditions- Compliance	
10.a	Documents if any at the option of Bidder, supporting deviation	
11.	Form 6: This Checklist	
12.	If applicable, Form 7: Bid Security Declaration	
13.	If applicable, Form 8: Duly signed Integrity Pact, if stipulated in TIS/AITB (Not Applicable)	
14.	Form 9: Indemnity Bond (Not Applicable)	
15.	Form 10: Affidavit for credentials submitted by the bidder	
16.	Form 11: Affidavit for each consortium/JV member, if consortium/JV stipulated in TIS/AITB (Not Applicable)	
17.	Form 12: Consortium Agreement, if consortium stipulated in TIS/AITB (Not Applicable)	
18.	Form 13: JV Agreement, if JV stipulated in TIS/AITB (Not Applicable)	
19.	Price Schedule (BOQ) Excel Sheet downloaded from the Portal filled and uploaded)	
20.	Any other requirements, if stipulated in TIS/ AITB; or if considered relevant by the Bidder	

.....  
 (Signature with date)

.....  
 (Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

## Form 7: Bid Security Declaration.

(Ref ITB-clause 9.2.1)

*Note: Bidders exempted from submission of bid security are required to submit this form.*

### **Bid Securing Declaration**

**(on Company Letter-head)**

Bidder's Name\_\_\_\_\_

[Address and Contact Details]

To

Principal Executive Director,  
RailTel Corporation of India Ltd  
19<sup>th</sup> Floor, Aurora Waterfront Building,  
Plot No- 34/1, Block- GN,  
Sector – V, Salt Lake City,  
Kolkata – 700091

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - b. Fail or refuse to sign the contract.

**We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:**

- 3) receipt by us of your notification
  - a. of cancellation of the entire tender process or rejection of all bids or
  - b. of the name of the successful bidder or
- 4) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place ..... [ insert place of signing]

DA:.....

## Form 8: Integrity Pact (Not Applicable)

(If stipulated in TIS, refer Clause 9.2.1 of ITB)

(To be signed on Non Judicial Stamp Paper of Rs. 100/-)

(To be submitted as part of Technical bid)

Integrity Pact for Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1547, Dt. 14.11.2024

RailTel Corporation of India Limited, hereinafter referred to as "The Principal"

AND

....., hereinafter referred to as "The Bidder/ Contractor"

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or

during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.**

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Section 8: Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provide to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word 'Monitor' would include both singular and plural.

**Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

**Section 10: Other Provisions**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

## **Annexure-A of INTEGRITY PACT (Not Applicable)**

### **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application-Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
  - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
  - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

## **Annexure-B of INTEGRITY PACT (Not Applicable)**

### **GUIDELINES ON BANNING OF BUSINESS DEALINGS**

#### **CONTENTS**

<b>S. No.</b>	<b>Description</b>
1	Introduction
2	Scope
3	Definitions
4	Initiation of Banning / Suspension
5	Suspension of Business Dealings
6	Ground on which Banning of Business Dealings can be initiated
7	Banning of Business Dealing
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.
9	Procedure for issuing Show-cause Notice.
10	Appeal against the Decision of the Competent Authority
11	Review of the Decision by the Competent Authority
12	Circulation of the names of Agencies with whom Business Dealings have been banned

#### **1. Introduction**

- 1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

#### **2. Scope**

- 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

### **3. Definitions**

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other;
  - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
  - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
  - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
  - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
  - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
  - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

#### **4. Initiation of Banning / Suspension**

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:
  - i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
  - ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

#### **6. Ground on which Banning of Business Dealings can be initiated**

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;

6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;

- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- (i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- (ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- (iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- (iv) To submit final recommendation to the Competent Authority for banning or

otherwise.

- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.
- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
  - ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:
    1. ED / GGM/ GM (viz. Representative of Corporate Finance).
    2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
    3. ED / GGM/ GM (to be nominated on case to case basis).
    4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

#### **8. Removal from List of Approved Agencies – Suppliers/ Contractors, etc.**

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

#### **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
- a) Forex one rating the Agency if the charges are not established.
  - b) For removing the Agency from the list of approved Suppliers/ Contractors, etc.

- c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.
- 10. Appeal against the Decision of the Competent Authority**
- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- 11. Review of the Decision by the Competent Authority**
- Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.
- 12. Circulation of the names of Agencies with whom Business Dealings have been banned**
- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.
- 12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

## Form 9: Standing Indemnity Bond (Not Applicable)

(Ref ITB Clause 9.2.1)

(For on Account Payments and Stores supplied by RailTel)

(On Non Judicial Stamp paper of Rs. 100/-)

We, M/s \_\_\_\_\_ hereby undertake that we hold at our Stores Depot/s at \_\_\_\_\_ for and on behalf of RailTel Corporation of India Limited in the premises through PED/RGM/RailTel/----- Region or his successor hereinafter referred to as the Purchaser all materials for which On Account payments have been made to us against the \_\_\_\_\_ Contract for vide letter of Acceptance/PO of Tender No. \_\_\_\_\_ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager (RGM)/Principal Executive Director (PED)-----Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/PED/RailTel/----- Region, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this day of, [year]

for and on behalf of M/s

\_\_\_\_\_(Contractor)

Signature of witness

Name and witness in Block letters Address

## Form 10: Affidavit for credentials submitted by the bidder

(Ref ITB Clause 1.5 & Section-VIII)

**(On Non Judicial Stamp paper of Rs. 100/-)**

I..... (*Name and designation*)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s. \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ of RailTel, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from electronic tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/We understand that if the content of the certificates submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD and may also lead to any other action provided in the contract including banning of business for a period upto two years in RailTel. Further, I/we (*insert name of the tenderer*)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the content of the certificates submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance Guarantee and may lead to any other action provided in the contract including banning of business for a period of upto two years in RailTel.

**DEPONENT**

### VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT**

Place:

Dated:

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

**Form 11: Affidavit for each Consortium/ Joint Venture Member of the Bidder (Not Applicable)**

(Ref ITB Clause 3.2.1 & 3.2.5)

**(On Non Judicial Stamp paper of Rs. 100/-)**

(To be given separately by each Consortium/Joint Venture Member of the Bidder)

I, \_\_\_\_\_ S/o \_\_\_\_\_, Resident of \_\_\_\_\_, the \_\_\_\_\_ [insert designation] of the [insert name of single bidder / Consortium/Joint Venture member if Consortium/Joint Venture] do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of [insert name of Company/Consortium/Joint Venture member (here in after referred to as "Bidder/Consortium/Joint Venture Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the Bidder/Consortium/Joint Venture Member.
2. I say that I have submitted information with respect to our eligibility for RailTel Corporation of India Ltd. (herein after referred to as "RailTel") (**NAME OF WORK**) (hereinafter referred to as "Project") Request for Proposal ('RFP') document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, where by also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by RailTel to verify our credentials /information provided by us under this tender and as may be deemed necessary by RailTel.
4. I say that if at any point of time including the extension period, in case RailTel requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of RailTel.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document has been duly complied with.

**DEPONENT**

**VERIFICATION**

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed. Verified at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20--.

**DEPONENT**

## Form 12: Consortium Agreement/ Memorandum of Agreement (Not Applicable)

(Ref ITB Clause 3.2.5)

(On Non judicial Stamp Paper of Rs. 100/-)

This Consortium Agreement is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of 2024

BETWEEN

M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless executed by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrations, nominees and assigns) of the ONE Part;

AND

M/s \_\_\_\_\_, a Company having its Office at and Office at \_\_\_\_\_, acting through its Joint President/ MD/..., duly authorized by are solution of the Board of Directors dated (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its success or sin interest legal representatives, administrators, nominees and assigns) of the OTHER PART'

AND

M/s., a Company having its Office at and Office at \_\_\_\_\_, acting through its Joint President/ MD/, duly authorized by are solution of the Board of Directors dated (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include it success or sin interest legal representatives, administrators, nominees and assigns) of the OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RailTel') has invited tenders for the "**(NAME OF WORK)**" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RailTel for participating in the bid by the Consortium for handling the project for which the tender has been floated by RailTel.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties here to have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement here by WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participating the tender process for "**(NAME OF WORK)**" in terms of the tender invited by RailTel Corporation of India Ltd. (RailTel).
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RailTel for awarding the tender to the Consortium so that the Consortium may take up the aforesaid "**(NAME OF WORK)**" in case the Consortium turns out to be the successful bidder in the bid being invited by RailTel for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical

know-how and technical and financial resources, the Consortium fulfils the prequalification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”.

4. That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc. and such other documents as maybe necessary for this purpose.
5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RailTel subject to the conditions as maybe stipulated by them in this regard.
6. That in case to meet the requirements of bid documents or any other stipulations of RailTel, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation of the specified project.
8. That the Members of the Consortium under take to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RailTel.
9. The 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.
10. 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.
11. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
12. Power of Attorney by all members of the Consortium in favour of the Lead Member is also enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERE TO HAVE SIGNED THESE PRESENTS OF THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. ( \_\_\_\_\_ )                      2. ( \_\_\_\_\_ )                      3. ( \_\_\_\_\_ )

Managing Director

Managing Director

Managing Director

( \_\_\_\_\_ )

For (Name of company)

( \_\_\_\_\_ )

For (Name of company)

( \_\_\_\_\_ )

For (Name of company)

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**Enclosure:**

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**Form 13: Joint Venture Agreement/ Memorandum of Agreement (Not Applicable)**

(Ref ITB Clause 3.2.1)

(On Non Judicial Stamp Paper of Rs. 100/-)

This Joint Venture Agreement/Memorandum of Agreement is executed at \_\_\_\_\_ on this day of ,20--.

BETWEEN

M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless executed by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrations, nominees and assigns) of the ONE Part;

AND

M/s \_\_\_\_\_, a Company in corporate under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and office at \_\_\_\_\_, acting through its Joint President, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include it successors in interest, legal representatives, administrators, nominees and assigns) of the OTHERPART'

AND

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include it successors in interest, legal representatives, administrators, nominees and assigns) of the OTHERPART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RailTel') has invited tenders for the "(NAME OF WORK)" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RailTel for participating in the bid by the Joint Venture for handling the project for which the tender has been floated by RailTel.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Joint Venture between themselves.

AND WHEREAS the parties here to have discussed and agreed to form a Joint Venture for participating in the aforesaid bid and have decided to reduce the agreed terms to writing. NOW THIS JOINT VENTURE AGREEMENT/Memorandum of Agreement here by WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Joint Venture to participate in the tender process for "**(NAME OF WORK)**" in terms of the tender invited by RailTel Corporation of India Ltd. (RailTel).
2. That the members of the Joint Venture have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RailTel for awarding the tender to the Joint Venture so that the Joint Venture may take up the aforesaid "**(NAME OF**

- WORK)**” in case the Joint Venture turns out to be the successful bidder in the bid being invited by RailTel for the said purpose.
3. That the members of the Joint Venture have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Joint Venture fulfils the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “**(NAME OF WORK)**”.
  4. That the Joint Venture have agreed to nominate anyone of, and as the common representative who shall be authorized to represent the Joint Venture for all intents and purposes for dealing with RailTel and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc. and such other documents as may be necessary for this purpose.
  5. That the shareholding of the members of the Joint Venture for this specified purpose shall be as follows:
    - (i) The Lead Member shall have \_\_\_ percent (%) of share Holding/participation with reference to the Joint Venture for this specified project.
    - (ii) The Participant Member shall have \_\_\_ percent (%) of shareholding/participation with reference to the Joint Venture for this specified project.
    - (iii) The Participant Member shall have \_\_\_ percent (%) of shareholding/participation with reference to the Joint Venture for this specified project.
  6. That in order to fulfil the requirement of the tender process and also keep an altogether separate legal entity of the Joint Venture, the Members of the Joint Venture undertake to provide their own nominees as shareholders to the extent of their respective are holding for the purpose of formation of a Special Purpose Company (SPC) through which the Joint Venture proposes to undertake the of RailTel.
  7. That if any change in the membership of the Joint Venture be required to be made by the members of the Joint Venture, the same shall be done with the consent of RailTel subject to the conditions as may be stipulated by them in this regard.
  8. That in case to meet the requirements of bid documents or any other stipulations of RailTel, it becomes necessary to execute and record any other documents amongst the members of the Joint Venture, they undertake to do the needful and to participate in the same for the purpose of the said project.
  9. That it is clarified by and between the members of the Joint Venture that execution to this Joint Venture Agreement/Memorandum of Agreement by the members of the Joint Venture does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Joint Venture shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Joint Venture Agreement is limited in its operation to the specified project.
  10. That the Members of the Joint Venture undertake to specify their respective role sand responsibilities for the purposes of implementation of this Joint Venture Agreement and the said project if awarded to the Joint Venture in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Joint Venture Members

to meet the requirements and stipulations of RailTel.

IN FAITH AND TESTIMONY WHERE OF, THE PARTIES HERE TO HAVE SIGNED THESE PRESENTS OF THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. ( \_\_\_\_\_ )      2. ( \_\_\_\_\_ )      3. ( \_\_\_\_\_ )

Managing Director

Managing Director

Managing Director

( \_\_\_\_\_ )

( \_\_\_\_\_ )

( \_\_\_\_\_ )

For (Name of company)

For (Name of company)

For (Name of company)

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**Enclosure:**

Board resolution of each of the Joint Venture Members authorizing:

- (i) Execution of the Joint Venture Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

## **FORMATS**

### Format 1.1: Proforma for Performance Bank Guarantee

(Ref Clause 13.2.3 (5) of ITB and GCC-clause 11.2.2)

**(On Non Judicial Stamp Paper of Rs. 100/-)**

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata-700091 (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....and ..... for (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. .... (Rs..... only). We ..... (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , ..... Bank and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . .....
3. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We,.....Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the .....We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel

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

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

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

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

Dated the day of, 20--

for .....

(indicate the name of the Bank)

**Witness**

1. Signature  
Name

2. Signature  
Name

## Format 1.2: No Claim Certificate

(Refer GCC-clause 29.6.1)

(On company Letter-head)

Contractor's Name \_\_\_\_\_

[Address and Contact Details]

To

Principal Executive Director,  
RailTel Corporation of India Ltd  
19<sup>th</sup> Floor, Aurora Waterfront Building,  
Plot No- 34/1, Block- GN,  
Sector – V, Salt Lake City,  
Kolkata - 700091

### No Claim Certificate

**Sub: Contract Agreement no. ----- dated ----- for the supply of -----**

We have received the sum of Rs. (Rupees \_\_\_\_\_ only) as final settlement due to us for the supply of \_\_\_\_\_ under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against RailTel, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or  
officer authorised to sign the contract documents.  
on behalf of the contractor

(company Seal)

Date: \_\_\_\_\_

Place: \_\_\_\_\_