

Information to Bidder for the “Supply of Patch Cords, Attenuators and SFPs through GeM Bid ”

Ref: GeM Bid No. GEM/2023/B/3308012 dated: 27-03-2023

- The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on website www.railtelindia.com*

(The technical specs which are not available on GeM portal for the required product, same will be uploaded in ATC/ITB as one time exercise. In future all the specs will be available on GeM portal.).

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoting then OEM should submit the certificate. **In the tender, either the manufacturer or its authorized dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.**
4. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.
6. GSTIN RC of vendor for state should be provided from where goods will be supplied.
7. **Validity of offer, Delivery Period, Consignee Address, Inspection**

7.1 Validity of Offer: 90 days from the date of opening.

7.2 Delivery Period: The supplier will have to supply the material within 45 days from the date of issue of confirmed LOA/PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

7.3 Consignee Address:

Sr. Manager/LKO, (Mob.9004444199)

RailTel Corp. of India Ltd.

NE Railway Microwave building, Gulistan Colony, Near Dilkusha Railway Crossing, Bandariabagh, Lucknow-226001

7.4 Inspection: Consignee Post Receipt Inspection at consignee Site before acceptance of stores: RailTel Executive Nominated by CA of RailTel.

8. Estimated cost of tender & Earnest Money Deposit (EMD)/ Bid Security:

8.1 Estimated cost of tender: Estimated cost of the Tender is Rs. **18,00,276/-**(Incl. GST).

8.2 Earnest Money Deposit (EMD)/ Bid Security: Earnest Money Deposit (EMD)/ Bid Security: Rs. 36005/- in the form of Pay Order/ Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi on or before 15:00 Hrs of Bid Opening Date at address RailTel Corporation of India Ltd., 2nd Floor, Telecom Exchange Building, NER DRM office, Ahok Marg, Hazratganj, Lucknow-226001". **The Bid received without EMD will be summarily rejected.**

8.3 In addition to clause 8.2 above, Tenderer has an option for online submission of EMD also. The EMD should be remitted in following account of RailTel Corporation of India Limited before the stipulated time and date of bid submission:

Name of bank & address	Union Bank of India, 14/15-F, Connaught Place, New Delhi- 110001.
Name of Account holder	RAILTEL CORPORATION OF INDIA LIMITED N R COLLECTION A/C (RCIL)
Account No.	307801010917906
IFSC Code	UBIN0530786
Branch/MICR Code	Connaught Place/110026006

8.4 Eligible MSEs are exempted from EMD.

8.5 Any bid not accomplished with a valid EMD shall be summarily rejected.

8.6 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 Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with clause 10.

- 8.7 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 8.8 The successful bidder's EMD will be discharged upon the bidder's acceptance of the Advanced purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 10.
- 8.9 Earnest Money will bear no interest.

Note : (1) Small scale Units registered with NSIC/MSEs under single point registration scheme shall be exempted from depositing Earnest money as per Govt of India Guidelines.

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

9. This bid complies with "Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012" issued by MoSME."

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

10. Security Deposit/Performance Guarantee:

The successful tenderer shall submit security deposit in the form of DD/irrevocable BG from any scheduled bank for due fulfillment of contract as per the Performance Guarantee details given below:

i. Security Deposit/Performance Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, 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.

ii. The security deposit/PG shall be submitted to RCIL/RO/NR, Shastri Park, Delhi.

iii. A separate advice of the PG will invariably be sent by the PG 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 PG through SFMS to the RailTel's Bank.

The security deposit/Performance Guarantee shall be refunded to the contractor without interest after duly performs and complete the contract in all respect after 60 days of completion of all such obligations including the warranty under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India

Ltd” payable at New Delhi.

Note: (1) In case value of PG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.

(2) Performa for bank guarantee. (Annexure-III)

11. Eligibility Criteria for OEM:

- a) The equipment/materials offered by the OEM or equipment/materials of the same series/family from the same OEM should have been satisfactorily working in Government /PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
- b) The OEM should have supplied at least 35% of the tendered quantity (rounded to the nearest whole number) of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- c) The OEM should have proven facilities for Engineering /manufacture/ assembly/ integration and testing of **patch cords and SFPs** and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.
(The bidder will have to submit the proof of establishment for the facility).

12. Eligibility Criteria:

12.1 Technical Eligibility for Bidder:

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:

- Three similar works# each costing not less than the amount equal to 30% of advertised value of the tender,
or
- Two similar works# each costing not less than the amount equal to 40% of advertised value of the tender,
or
- One similar work # each costing not less than the amount equal to 60% of advertised value of the tender.

12.2 Definition of Similar Work: Supply / Supply and Installation of a work/ Project in the field of IT/ICT/Telecom.

Note: 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 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 or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. 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

12.3 Financial Criteria for Bidder:

The tenderer must have received total contractual payments/operating turnover in the previous three financial years and the current financial year up to the date of inviting of tender, at least **150% of the advertised value of the tender**. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

13. Bidder should have authorization specific to this tender from respective OEM as per Annex-IV.

14. **Splitting of Quantity:**

14.1 Deleted

- 14.2 In case bidder claims PMA, Government of India Guideline/Instruction regarding splitting of order to Local supplier shall be applicable. Govt. Guidelines in regard to MSME shall be followed.

15. Warranty:

The materials are to be warranted for **3 Year** from the date of delivery to the consignee. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings.

The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet Cards/Modules requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

16. SLA:

After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within time limit of max. 7 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller & upto max. of 100% of Unit Price of the product. 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 (PBG) or from the running bills.

17. Purchaser's Right to Vary the quantities:

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in below para without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order/LOA.

(A) Upto maximum extent of +/- 50% subject to following condition

- i. Upto +25% with no rebate in rates.
- ii. From +25% to +40% with 2% rebate in rates
- iii. From +40% to +50% with 4% rebate in rates

(B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.

- (C) AMC rates for items under Variation Order will be at same percentage as finalized in the main contract.

18. Payment Conditions: -

- (i) 100% payment on full supply.
- (ii) 80% payment against part supply of the ordered quantity. In case bidder completes the supply order for one SOR, he can claim part payment of 80% against each SOR's completed supply of the said SORs. Balance payment shall be made after full supply. The following documents are to be submitted for payment:
 - Original Tax Invoice. (With separate Tax amount, containing POS, RailTel GSTN and Supplier GSTN).
 - Delivery Challan.
 - Original Consignee receipt.
 - Original Inspection Certificate.
 - Transit Insurance Certificate.
 - Warranty Certificate of OEM.
 - Proof of SD/PG submitted.
 - Certificate of receipt of Goods in good condition & installation thereof from RailTel.
 - Declaration of non-applicability of e-invoicing, if applicable.
 - Declaration regarding 206AB/206CCA of IT act.
 - E-Way Bill copy

19. The tenderers shall submit an certificate stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Certificate be executed in presence of Public notary on non-judicial stamp paper of the value of **Rs.100/-**. The stamp paper has to be in the name of the tenderer. Standard format of the certificate to be submitted online by the bidder is enclosed as **Annexure-V. Non submission of certificate 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 hereunder nor will it affect any rights of the RailTel thereunder.

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

RailTel(RCIL) for 5 (five) years.

20. Power of Attorney:

Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted online before the due date and time of submission of the e-Tender and Original copy is needed to be submitted by the successful bidder before issuance of PO.

21. On line Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. Offer letter as per Annexure-II.

- (i) EMD Submission details. Non submission of EMD/EMD relevant documents will lead to summarily rejection of bid.
- (ii) Details of firm, GST, PAN.
- (iii) Offer Letter as per Annexure-II
- (iv) BOQ of offered equipment if applicable.
- (v) Data Sheet of offered equipment.
- (vi) **Financial (Certified copies of audited balance sheets & P/L statement/annual reports/CA Certificate of last three preceding financial years) and Technical Eligibility Criteria documents of bidder.**
- (vii) Technical Compliance of all Specification of items as per GeM Bid and ATC documents, as per Annexure-IX (Technical Specification Compliance Sheet)
- (viii) Certificate from the End user against the **Eligibility criteria for OEM** para 11. Relevant user certificates and work orders.
- (ix) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (x) MAF/OEM Authorization as per Annexure-IV.
- (xi) Standard format of certificate as per Annexure-V.
- (xii) Declaration as per Annexure-VI.
- (xiii) Nil Deviation as per Proforma attached in Annexure-VII.
- (xiv) Power of Attorney as per clause 20.
- (xv) Digitally signed copy of ITB/ATC document.
- (xvi) Annexure-X provided by OEM for Long Term Maintenance Support (**Not Applicable for This Bid**)
- (xvii) Self Certification of bidder **that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made.**
- (xviii) The bidder shall provide a certificate 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) giving the percentage of local content.
- (xix) **Self-Declaration whether bidder is OEM of tendered items or “OEM authorized bidder”. MAF is mandatory if bidder is not OEM.**

Scanned copy of the Documents to be uploaded along with offer

Note:

1) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

2) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM.

In case, If any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevail.

22. Offline submission: Not Applicable

23. Make in India

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (or subsequent revisions, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. Minimum Local Content shall be 60% for purchase preference as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications or as per the latest notification for FY 2020-21.

Bidder shall be required to give a self- certification in his bid that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made.

Further the bidder shall provide a certificate 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) giving the percentage of local content. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order.

24. Insurance. (Not applicable for the Bid) - Not Applicable

25 Constitution of Firm and Power of Attorney

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

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

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

25.3 The RailTel will not be bound by Power of Attorney granted by the tenderer or by the

changes in the composition of the firm made subsequent to the execution of the contract agreement.

- 25.4 In case where Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and licensed Petition Writers should be supplied by the contractor(s), while tendering of the work.
- 25.5 The duly notarized Power of Attorney shall be submitted in original at the time of bid submission as per Clause 22 above.

- Note:** 1) The bidder is required to give acceptance of all the clauses of **GeM bid, ATC** and RailTel's Bid Specific **ATC** document. Any deviation / non- acceptance may lead to rejection of the bid.
- 2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com and GeM only.
- 3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM.
- 4) *"After opening of the technical bid no correspondence/submission of document made at the initiative of the bidder will be entertained. However, the purchaser can, if required, ask for clarifications in writing which need to be submitted before a target date. The clarifications submitted as required by the purchaser before the target date will be considered."*

In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.

26. Long Term Maintenance support (Not Applicable for this Bid)

Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of **3 years**. The long term maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel.

Buyer reserves the right to enter into **AMC @ 3.5%** of ordered value of equipment before 30 days of expiry of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited.

Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RailTel. A fresh Bank Guarantee valid for Five years and four months for 10% of the Long Term Maintenance Support cost of **three years**, shall be required to be submitted by bidder for due fulfilment of long term maintenance support obligation.

Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-X. Any deviation / non acceptance will lead to rejection of the bid.

27. GUIDLINES REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain 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 procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order 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; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to

- control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In 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 person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. 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;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

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

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I 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; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Technical Specifications**1. SOR wise details are as:**

Sr.	Item Description	Length	Total
SOR-1	Supply of SFP - 10G 20Km (Dual Fiber)	Nos	30
SOR-2	Supply of SFP - 10G 40 Km BiDi	PAIR	30
SOR-3	Supply of SFP - 10G 60 Km BiDi	PAIR	30
SOR-4	Supply of SFP - 10G 80 km BiDi	PAIR	20
SOR-5	Supply of SFP - 1G 20 km BiDi	PAIR	50
SOR-6	Supply of SFP - 1G 80 km BiDi	PAIR	30
SOR-7	Supply of SFP - 1G electrical SFP	NOS	10
SOR-8	Supply of Single Mode Patch cord :LC/PC-FC/PC:10Mtr	Nos.	245
SOR-9	Supply of Single Mode Patch cord :LC/PC-LC/PC:10Mtr	Nos.	115
SOR-10	Supply of Single Mode Patch cord :LC/PC-LC/PC:5Mtr	Nos.	138
SOR-11	Supply of Single Mode Patch cord :LC/PC-LC/PC:3Mtr	Nos.	175
SOR-12	Supply of Single Mode Patch cord :LC/PC-LC/PC:1Mtr	Nos.	73
SOR-13	Supply of Single Mode Patch cord :LC/PC-SC/APC:10Mtr	Nos.	248
SOR-14	Supply of Single Mode Patch cord :LC/PC-SC/PC:10Mtr	Nos.	295
SOR-15	Supply of Single Mode Patch cord :LC/PC-SC/APC:5Mtr	Nos.	423
SOR-16	Supply of Single Mode Patch cord :SC/APC-FC/PC:5Mtr	Nos.	135
SOR-17	Supply of Single Mode Patch cord :SC/APC-SC/APC:5Mtr	Nos.	154
SOR-18	LC/PC Plugin Attenuator -5dB:LC/PC Plugin	Nos.	126
SOR-19	LC/PC Plugin Attenuator -10dB:LC/PC Plugin	Nos.	49

Note: Evaluation Method: Total Value Wise Evaluation.

SOR-1: SFP+ 10G Dual - 20 KM	
SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support 20 kms optical distance on dual fiber
3	Should have LC type connector
4	Should have 10 Gigabit Ethernet capacities on single mode module fiber.
5	Should support DDMI feature. Option should be available for both SFP+ and XFP
6	Should should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
7	Should have CE and FCC regulatory compliances.
8	Operating Temperature of the SFP Should be mini 0 to 65 °C (23 to 149 °F)

SOR-2: SFP 10G 40 KM (BIDI):

SN	Description
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1	Should be compatible with OEM equipment's like Cisco, Juniper, D Link, Zyxel, Edge Core, Extreme etc.
2	Should support 20-40 kms optical distance on single fiber
3	Should have LC type connector.
4	Should provide the cost in pair (BX U & D).
5	Should have 10 Gigabit Ethernet capacity on single mode fiber.
6	Should support Digital Diagnostic Monitoring feature.
7	OEM should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
8	Should have CE and FCC and UL regulatory compliances.
9	Operating temperature of the SFP should be minimum 0 to 65 °C (23 to 149 °F)

SOR-3: SFP 10G 60 KM (BIDI):	
SN	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support minimum 60 km optical distance on Single Fiber (ITU-G 652D) (Bi Directional on Single Mode Fiber).
3	Should have LC type connector.
4	Should provide quantity in such a way that matching pair (BX U & D) can be achieved.
5	Should have 10 Gigabit Ethernet throughput on single mode fiber.
6	Important Parameters: A. Link Budget (Max Tx Power- Receiver Sensitivity) 25 dB or better. B. Transceiver supply voltage: 3.3 V (Nominal) C. The case operating temperature -0 Degree Centigrade to +70 Degree Centigrade. D. The storage Temp: -40 Degree Centigrade to +85 Degree Centigrade E. Wavelength- 1270/1330 or 1310/1550 or 1490/1550 (Nominal)
7	Should support Digital Diagnostic Monitoring (MSA-SFF 8472 Compliant) feature with following operating parameters: A. Transceiver temperature B. Laser bias current C. Launch Optical Power D. Received optical power E. Transceiver supply voltage: F. It will provide alarm and warning flags to alert the user when particular operating parameters are outside of a factory set normal range.
8	Complies with SFF-8431/8432 SFP+ MSA (Multi-Source Agreements Standards)
9	Applications- 10 Gbps Ethernet
10	Performance Certificate: The bidder will submit a satisfactory performance 10 certificate from Telecom Service Provider/ISP/Govt/PSU for the offered make of the SFP.
11	Regulatory Compliance A. EMI/EMC compatible with FCC/EN/IEC 11 B. Laser Safety compatible with FDA/EN/IEC C. RoHS compliant

SOR-4: SFP 10G 80 KM (BIDI):	
SN	Description

1	Should be compatible with OEM equipment's like Cisco, Juniper, D Link, Zyxel, Edge Core, Extreme etc.
2	Should support 70-80 kms optical distance on single fiber
3	Should have LC type connector.
4	Should provide the cost in pair (BX U & D).
5	Should have 10 Gigabit Ethernet capacity on single mode fiber.
6	Should support Digital Diagnostic Monitoring feature.
7	OEM should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
8	Should have CE and FCC and UL regulatory compliances.
9	Operating temperature of the SFP should be minimum 0 to 70 °C (23 to 149 °F)
10	Tx/Rx wavelength should be either in the range of 1300nm or 1500nm.
11	For Tx/Rx wavelength in the range of 1300nm (1270nm/1330nm) power budget should be minimum 21 dBm.
12	For Tx/Rx wavelength in the range of 1500nm (1490nm/1550nm) power budget should be minimum 16 dBm
13	Product Features: § SFP MSA package with Simplex LC connector § Digital Diagnostic Monitor Interface § Hot pluggable § 10Gb/s serial optical interface § Up to 80km distance § Compliant with SFP+ MSA § High transmission margin § +3.3V single power supply § Below <1.5W power consumption
14	Supply Voltage: 3.33V-3.4V
15	Ave. output power: +1 to +5 dbm
16	Receiver Sensitivity: -24 dBm Max at 1270 nm

SOR-5: SFP 1G 20 KM (BIDI):

SN	Description
1	Should be compatible with OEM equipment's like Cisco, Juniper, D Link, Zyxel, Edge Core, Extreme etc.
2	Should support 20 km optical distance on single fiber
3	Should have LC type connector.
4	Should provide the cost in Pair (BX U & D).
5	Should have 1 Gigabit Ethernet capacity on single mode fiber.
6	Should support Digital Diagnostic Monitoring feature.
7	OEM should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
8	Should have CE and FCC and UL regulatory compliances.

SOR-6: SFP 1G BIDI – 80 KM

Sr.	Description
1	SFP modules should comply with multi-source agreement (MSA), enabling compatibility with other vendors equipment.
2	Should support minimum 80 km optical distance on Single Fiber (ITU-G 652D) (Bi

	Directional on Single Mode Fiber).
3	Should have LC type connector.
4	Should provide quantity in such a way that matching pair (BX U & D) can be achieved.
5	Should have 1 Gigabit Ethernet throughput on single mode fiber.
6	Important Parameters: A. Link Budget (Max Tx Power- Receiver Sensitivity) 27 dB or better. B. Transceiver supply voltage: 3.3 V (Nominal) C. The case operating temperature -20 Degree Centigrade to +70 Degree Centigrade. D. The storage Temp: -40 Degree Centigrade to +85 Degree Centigrade E. Wavelength- 1270/1330 or 1550/1310 or 1490/1550
7	Should support Digital Diagnostic Monitoring (MSA-SFF 8472 Compliant) feature with following operating parameters: A. Transceiver temperature B. Laser bias current C. Launch Optical Power D. Received optical power E. Transceiver supply voltage: F. It will provide alarm and warning flags to alert the user when particular operating parameters are outside of a factory set normal range.
8	Complies with SFF-8431/8432 SFP+ MSA (Multi-Source Agreements Standards)
9	Applications- 1 Gbps Ethernet
10	Regulatory Compliance A. EMI/EMC compatible with FCC/EN/IEC B. B Laser Safety compatible with FDA/EN/IEC C. RoHS compliant

SOR-7: SFP 1G Electrical

SN	Description
1	Should be compatible with OEM equipment's like Cisco, Juniper, D Link, Zyxel, Edge Core, Extreme etc.
2	Should support 90 m copper distance
3	Should have RJ-45 type connector
4	Should have 1 Gigabit Ethernet Capacity

SOR-8-17: Specifications of Patch Cords:

The Patch cords should be confirming to TEC NO.: TEC/GR/TX OFJ-01/05/NOV-09 with latest amendment No. TEC/T/OFC-OFJ/155/2013 with latest amendment and submit valid CACT certification. However the Patch cords should have the following:

--

i) Operating Temperature: -60°C to +85°C.
ii) Insertion Loss:
a) Insertion Loss of complete patch cord including adapter when tested from each direction in all conditions of operations: ≤ 0.3 dB
b) Insertion Loss of Adaptors: ≤ 0.1 dB
iii) Return Loss for each connector of patch cord:
a) Type-I FC-PC : ≥ 50 dB
b) Type-II SC-PC : ≥ 50 dB
c) Type-III SC-APC : ≥ 65 dB
d) Type-IV LC : ≥ 50 dB
e) E2K/APC : ≥ 60 dB
iv) The length and type of connector of each Patch Cord: As per SOR.
V) The connectors must be make of reputed OEMs 3M, TE connectivity, R&M etc.
vi) Connector Body:
a) FC-PC : Ni plated brass body (Ni plating shall be as per BIS Standards)
b) SC-PC & SC-APC : Engineering thermoplastic (Glass filled PBT: Polybutylene Terephthalate)
c) LC : PEI (Polyetherimide)/ PPS (Polyphenylene Sulphide)
vii) Color of connector body:
a) FC-PC connector: Ni plated Brass
b) SC-PC connector: Blue
c) SC-APC connector: Green
d) LC connector: Blue
viii) Radius of curvature:
a) FC-PC : 10 to 25 mm
b) SC-PC : 10 to 25 mm
c) SC-APC : 5 to 12 mm
d) LC : 10 to 25 mm
ix) Minimum bending radius of the cable:
a) Loaded : 50 mm
b) Unloaded : 30 mm
Note: The bidder/OEM has to give compliance for the TEC specifications for above mentioned items, offered in this bid.

SOR-19: Attenuator LC-LC TYPE 10DB		
Sr.No.	Parameter	Specification
1	Connector type, Connector End A	LC
2	Connector type, Connector End B	LC
3	Jacket material (Sheath material)	PVC
4	Cable color	Blue
5	Cable Type	Simplex
6	Operating temprature	Temp: -20 deg.C to +60 deg C
7	Connector Insertion loss, Max. (in dB)	0.2
8	Connector Return loss , Min. (in dB)	50
9	Material of Ferrule	Zirconia Ceramic, PreRadiused and pre polished
10	Durability	500 Mating cycle

SOR-18: Attenuator LC-LC TYPE 5DB

Sr.No.	Parameter	Specification
1	Connector type, Connector End A	LC
2	Connector type, Connector End B	LC
3	Jacket material (Sheath material)	PVC
4	Cable color	Blue
5	Cable Type	Simplex
6	Operating temperature	-20 deg.C to +60 deg C
7	Connector Insertion loss, Max. (in dB)	0.2
8	Connector Return loss , Min. (in dB)	50
9	Material of Ferrule	Zirconia Ceramic, PreRadiused and pre polished
10	Durability	500 Mating cycle

OFFER LETTER

Annexure-II

GM/LKO,
RailTel, 2nd Floor, Telecom Exchange Building
NER/DRM office, Hazratganj, Lucknow-226001

Ref: - Tender No.....Dated: xx.xx.2023

It is hereby confirmed that we have understood the terms and conditions of the Tender, have thoroughly examined the specifications, are aware of the nature of the goods & services required and our offer is to supply goods & services strictly in accordance with the requirements, terms & conditions of this Tender. We agree to abide by the terms and conditions of the tender if the contract is awarded to us.

2) We hereby offer to supply the goods and services detailed above or such portions thereof as you specify in the purchase order at the price quoted and agree to hold this offer open for acceptance for a period of 65 days from the date of opening of the bid.

3) Online payment vide transaction No. _____ dated _____ for Rs. _____ Lacs in favor of RailTel Corporation of India Ltd, towards EMD has been paid through the details as mentioned in tender notice/ tender document. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)
Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

Annexure-III

PROFORMA FOR PERFORMANCE BANK GUARANTEE PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (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 fulfillment 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 New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs .
.....
3. We, 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/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New delhi is being advised accordingly.

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

Dated the day of ,2023

for
(indicate the name of the Bank)

Witness:

1. Signature
Name
2. Signature
Name

Manufacturer Authorization form (MAF)

**Executive Director,
RailTel Corporation of India Ltd.**

Dated:

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

Subject: Manufacturer Authorization Form (MAF) to M/s.....for.....

Ref: GeM Bid No.....Dated.....

Dear Sir,

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

We hereby authorize M/s(bidder name), Office
.....to participate in bid and subsequently upon award of the bid to
execute the supply 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.

Thanking you,
Best regards,

Authorized Signatory

**FORMAT FOR CERTIFICATE TO BE UPLOADED BY TENDERER
ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of **Rs.100/-**. The stamp paper has to be in the name of the tenderer)**

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 (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) 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 railway Administration shall be final and binding upon me/us.
- (iv) 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.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
- (vi) **I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above certificate are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

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.**

Certificate to be given by the Tenderer

**Executive Director,
RailTel Corporation of India Ltd.**

Dated:

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered.

"I 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; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered."

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

PROFORMA FOR “NIL DEVIATION COMPLIANCE UNDERTAKING
(To be signed by the Bidder)

To,

**Executive Director,
RailTel Corporation of India Ltd.**

Dated:

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

Tender Reference No.:

Sub: NIL Deviation Compliance

Over and above all our earlier conformations and submissions as per your requirements of the tender, we confirm that,

1. All SOR item proposed in scope supplies are compliant to the technical specifications of the equipment as mentioned in the Annexure-I of ITB Document.
2. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document including all corrigenda.
3. List of deviations (Partial Compliance and Non-compliance) from terms and conditions as mentioned in the Tender document including all corrigenda, if any, is enclosed as Annexure with this form. We understand that any partial compliance or non-compliance, may result in **REJECTION** of our bid.

Seal and signature of the bidder

Place:

Date:

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

Detailed standard conditions applicable for the Contract

1. Tenderers Address

Tenderer shall state in the tender his postal address fully and clearly .Any communication sent to the Tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason .Important documents shall be sent by Registered post.

2. Law governing the contract.

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute ,regulation or by e-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3. Force Majeure clause:-

If at any time ,during the continuity of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility ,act of the public enemy, Civil Commotion ,Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event)then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non- performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a periodas mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contrac t is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

4. Illegal Gratification:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or anyone on his behalf to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition or any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any offence or compensation payable to the RailTel under this clause shall be settled by the Regional General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

5. LABOUR

Wages to Labour- The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there-under in respect of any employees directly or through petty contractors or sub contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the contractor. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the contractor to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

6. Apprentices Act

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued there-under from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract. If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be breach of the contract and the RailTel may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

7. Provisions of Payments of Wages Act

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contract (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

8. Provision of Contract Labour(Regulation and Abolition) Act 1970

1.The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.

2.The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfil this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

3.The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.

4.In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

5.In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the

RailTel due to contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the 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 the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

9. Reporting of Accidents to Labor

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

10.Provisions of Workmen's Compensation Act

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

11.Determination of Contract

Right of RailTel to determine the contract: The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof.

Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the

work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive.

The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

12.TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

The purchaser, without prejudice to any other remedy for breach of contract, such as removal from the list of registered supplier, by written notice of default sent to the supplier, the contract may be terminated in whole or in part:

- i) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted; and
- ii) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted.
- iii) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- iv) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
 - a) Forfeiture of the performance security;
 - b) Upon such terms and in such manner as it deems appropriate, goods similar to those undelivered may be procured and the supplier shall be liable for all available actions against him in terms of the contract (popularly called risk purchase); and
 - c) However, the supplier shall continue to fulfil the contract to the extent not terminated.

13.RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the

Contractor shall only be entitled to be paid the value so certified.

b)The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

c)The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously..

14.SETTLEMENTOFDISPUTEANDARBITRATION:-

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

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

The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of sole arbitrator or Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd.

Each of the parties agree that notwithstanding that the matter may be referred to

Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

Note: In case of conflict between the terms mentioned in ITB/ATC and GeM General Terms and Conditions, the terms mentioned in ITB shall prevail.

Technical Specification Compliance Sheet

Sr.	Item Description	Specification Compliance (Yes/No)
SOR-1	Supply of SFP - 10G 20Km (Dual Fiber)	
SOR-2	Supply of SFP - 10G 40 Km BiDi	
SOR-3	Supply of SFP - 10G 60 Km BiDi	
SOR-4	Supply of SFP - 10G 80 km BiDi	
SOR-5	Supply of SFP - 1G 20 km BiDi	
SOR-6	Supply of SFP - 1G 80 km BiDi	
SOR-7	Supply of SFP - 1G electrical SFP	
SOR-8	Supply of Single Mode Patch cord :LC/PC-FC/PC:10Mtr	
SOR-9	Supply of Single Mode Patch cord :LC/PC-LC/PC:10Mtr	
SOR-10	Supply of Single Mode Patch cord :LC/PC-LC/PC:5Mtr	
SOR-11	Supply of Single Mode Patch cord :LC/PC-LC/PC:3Mtr	
SOR-12	Supply of Single Mode Patch cord :LC/PC-LC/PC:1Mtr	
SOR-13	Supply of Single Mode Patch cord :LC/PC-SC/APC:10Mtr	
SOR-14	Supply of Single Mode Patch cord :LC/PC-SC/PC:10Mtr	
SOR-15	Supply of Single Mode Patch cord :LC/PC-SC/APC:5Mtr	
SOR-16	Supply of Single Mode Patch cord :SC/APC-FC/PC:5Mtr	
SOR-17	Supply of Single Mode Patch cord :SC/APC-SC/APC:5Mtr	
SOR-18	LC/PC Plugin Attenuator -5dB:LC/PC Plugin	
SOR-19	LC/PC Plugin Attenuator -10dB:LC/PC Plugin	

(Not Applicable for this Bid)

PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT

(To be signed by the O.E.M.)

To

The Executive Director/Operations,

RailTel Corporation of India Limited

I / We hereby confirm and accept that against RailTel Tender No. , there is a requirement of Long Term Maintenance Support as per Clause 26. We confirm that Long Term Maintenance Support shall be met by us directly or through Authorized partner, as the case may be based on contracts. I / We have gone through the requirement mentioned in the Tender document and shall provide services for the offered supply items.

(Signature of Firm's Authorized Officer)

Seal

Signature of witness:

1.
2.

(END OF TENDER DOCUMENT)
