

- 9) The Onsite engineers /Supervisor shall be responsible to identify the fault and advice corrective measure by coordinating with respective OEM team and ensure that defective equipment is replaced or repaired within the SLA period.
- 10) Agency should ensure and make available of all the tools at the site required for day-to-day maintenance of Data center.
- 11) Calibration of all measuring instruments as per IS from certified/Accredited NABL lab.

B) Detailed Scope of work:

1) Comprehensive Annual Maintenance Services of all the equipment, which includes–

- (a) Monthly/Bi monthly/Quarterly Preventive Maintenance.
- (b) Half yearly Air Quality Testing in Data Centre for clean room environment in DC area.
- (c) Annual Stack Monitoring (Pollution Check) of DG Sets as per CPCB guidelines.
- (d) Break/fix repairs/replacement within signed SLA.

2) Items/Systems covered under CAMC:

- (a) PAC Cooling Solutions with all its indoor and outdoor units accessories and cooling gas and Comfort, Ductable ACs with all its indoor and outdoor units accessories and cooling gases whenever required.
- (b) UPS and all its accessories. Batteries shall be replaced by RCIL on need basis. However, the agency is responsible for batteries regular preventive maintenance activity for its proper functioning.
- (c) Diesel Generator, Diesel Day Tanks, Under Ground Tanks, circulating pumps etc. including all its part.
- (d) Electricals power cables in HT and LT side in DC and Power house.
- (e) Fire Detection, Prevention & Suppression system.
- (f) Data Centre Surveillance and Security.
- (g) BMS Room Infrastructure.
- (h) Other Miscellaneous Equipment of Data center
- (i) Cleaning of Day Tanks once in year need to be done by the agency
- (j) Cleaning of Ground Tanks once in contract period or every 03 (years) need to be done by the agency

Note:

- (i) Batteries, fuel shall be procured by RCIL on need basis based on the technical inputs from the agency.
- (ii) Refilling of portable fire extinguishers, refilling of novac gas cylinders shall be done by RCIL on need basis whenever required.
- (iii) However if any cylinder got pressure reduced or gas leakages due to improper maintenance/ not addressed properly time to time / due to technical negligence need to be refill/rectify by agency with his own cost.
- (iv) Testing of novac gas pipelines for its proper functioning as per OEM recommendations need to be done by agency periodically at least once in a year.

3) Scope of Preventive Maintenance of the items/systems:

(a) UPS systems:

Contractor should carry out comprehensive AMC & preventive maintenance of following systems on quarterly basis:

- (i) Checks: Parameters, Alarms, Fan Replacement
- (ii) Any abnormality in functionality
- (iii) Battery Test
- (iv) Efficiency Check
- (v) Input Current Harmonics and Power Factor Test
- (vi) Loading Verification and trending for last 3months.
- (vii) Input Power Condition trending for last 3months
- (viii) Any other activity required for proper functioning of equipment.
- (ix) Checking of tightness of all power & control connections.
- (x) Charger Setting
- (xi) Inverter Setting
- (xii) Rectifier setting
- (xiii) Battery bank health check including impedance check
- (xiv) Mode operation check
- (xv) Check of all indications & cooling fans
- (xvi) Calibration/Settings of UPS parameters whenever required
- (xvii) Submission of Call sheets & reports
- (xviii) Vendor need to provide Root Cause Analysis and incident report within 72 hours in case of any incidental failure of UPS
- (xix) Schedule maintenance will be carried out as per OEM

Note : Batteries shall be procured by RCIL on need basis based on the technical inputs from the agency

(b) PAC systems:

Contractor should carry out comprehensive AMC & preventive maintenance of following systems bimonthly basis.

- (i) Checks: Parameters, Alarms, Fan Replacement, Filter Replacement
- (ii) Any abnormality in functionality
- (iii) Discharge and Suction Pressure reading verification
- (iv) Compressor On/Off status.
- (v) Humidifier Functionality Check.
- (vi) Drain System Check
- (vii) Fresh Water Line check
- (viii) Cleaning of condenser
- (ix) Insulation of refrigerant piping to keep intact
- (x) Supply and Return Air Temperature Sensor check
- (xi) Any other activity required for proper functioning of equipment
- (xii) Schedule maintenance will be carried out as per OEM

(c) Comfort ACs/Ductable ACs & Split AC:

Contractor should carry out comprehensive AMC & preventive maintenance of following systems on quarterly basis:

- (i) Checks: Parameters, Fan Replacement, Filter Replacement
- (ii) Controller to work healthy
- (iii) Any abnormality in functionality
- (iv) Compressor On/Off status.
- (v) Drain System Check
- (vi) Filter Cleaning
- (vii) Condenser Cleaning
- (viii) Insulation of refrigerant piping to keep intact.
- (ix) Remote Control functionality check.
- (x) Sequence Controller Functionality Check.
- (xi) Any other activity required for proper functioning of equipment
- (xii) Schedule maintenance will be carried out as per OEM

(d) Diesel Generators:

Contractor should carry out comprehensive AMC & preventive maintenance of following systems on quarterly basis:

- (i) The Agency shall include DG sets for maintenance and regular Preventive Maintenance with all its parts and accessories.
- (ii) The agency is responsible for if any repairs, damage to any part of DG and need to replace/repair the same with in the time limit as per SLA.
- (iii) 'A' check as per regular practice on daily basis.
- (iv) **'B' check as per OEM at 275-300 Hours or 6 Months whichever earlier, vendor should replace filters, oil, coolant & other parts required at time of Preventive Maintenance.**
- (v) **'C' Check as per OEM at 1450-1500 Hours or 12 months whichever is earlier. Vendor should replace filters, oil, coolant & other parts required at time of Preventive Maintenance.**
- (vi) Checks: Parameters, Alarms, belt replacement, battery replacement
- (vii) Air Filter, Oil Filter check and replacement
- (viii) Engine Lube Oil Replacement
- (ix) Any other consumable replacement
- (x) AMF Panel working to remain in order always
- (xi) Any other activity required for proper functioning of equipment's
- (xii) Maintenance of DG Set will be carried out as per manufacturer's standard practice.
- (xiii) To attend all the electrical and mechanical breakdowns.
- (xiv) Any repair job should be carried out without any additional cost to RCIL.
- (xv) Schedule maintenance of Complete Fuel Circulation system including fuel pipe line and panels

(e) Electrical Panels:

Contractor should carry out comprehensive AMC & perform the preventive maintenance of following systems on quarterly basis:

- (i) Main LT panel-DG substation system

- (ii) LT-Power distribution panel to Data Canter
- (iii) LT cables
- (iv) AMF panels
- (v) DG Panels
- (vi) AC electrical panels
- (vii) UPS electrical panels
- (viii) ACB, MCCBs, MCBs, Power Switches & all sockets and Electrical points.
- (ix) Earth pit maintenance recording of Resistance value and regular maintenance, Replacement if required.
- (x) Energy Meter Data Analysis and calibration if required.
- (xi) ON/OFF Indication Check
- (xii) History of any tripping in last quarter.
- (xiii) Thermography of all the connections and tightening of the screws/nuts bolts as required.
- (xiv) Testing of Relays.
- (xv) Any other activity required for proper functioning of equipment.
- (xvi) Contractor should Include CAMC for 100% spares and services. Unlimited Break Down calls includes 100% labour and travel coverage. CAMC also Includes Four Pre-Scheduled Quarterly Preventive Maintenance Service per year.
- (xvii) Schedule maintenance will be carried out as per OEM.

1) Switchgear

- (i) Ensure that all enclosure panels, doors, and structures are well maintained in accordance with the manufacturer's specifications.
- (ii) During de-energized maintenance, enclosures are to be vacuum cleaned of all loose dirt and debris —use of compressed air is not recommended since this may cause foreign particles to become embedded in the insulation or damage insulators.
- (iii) Any buildup of dirt or other contaminates that will not come off with vacuuming should be cleaned with lint free rags using cleaning solvents recommended by the manufacturer.
- (iv) All vents and fan grills are to be cleaned of all dust and/or dirt accumulations. Ensure that ventilation openings are not obstructed.
- (v) Where seals and/or gaskets are installed, these should be examined and repaired or replaced as necessary.
- (vi) Inspect insulators and conductor supports for signs of cracking, broken pieces, and other physical damage or deterioration. Clean all loose dirt with lint free rags
- (vii) Examine all bolts and connecting devices for signs of deterioration, corrosion, or overheating. Ensure that bolts and connecting devices are tight, according to manufacturer's specifications.
- (viii) Apply an antioxidant compound to all aluminum-to copper connections.

2) Air Circuit Breaker (ACB):

- (i) Remove and clean inter-phase barriers. Clean all insulating materials with vacuum and/or clean lint free rags.

- (ii) Ensure that all contacts are clean, smooth, and in proper alignment. Ensure that spring pressures are maintained according to manufacturer's specifications.

3) Molded-Case Circuit Breakers (MCCB):

- (i) Clean the breaker housing and inspect it for cracks or signs of overheating. Tighten all connections.
- (ii) Exercise the breaker several times to ensure the mechanism has freedom of movement and to allow contact wiping.
- (iii) In addition, larger duty circuit breakers (225 amps or above) should be electrically trip tested to ensure proper operation of the trip elements and trip linkages.
- (iv) All molded-case circuit breaker panels should be cleaned of all dirt, dust, and debris using a vacuum.
- (v) Test contact resistance to ensure quality of breaker contacts.
Refer to the latest edition of the National Electrical Manufacturer's Association (NEMA) Standard AB4, Procedures for Verifying Field Inspections and Performance Verification of Molded Case Circuit Breakers.

4) Raceways:

- (i) Check raceways for proper mechanical support of raceway and cables as well as check insulation for abrasion or cracks at support points.
- (ii) Examine raceway joints for clean and tight connections.

5) Bus Duct:

- (i) To be checked for proper tightness as well as evidence of overheating, corrosion, arcing, or other forms of deterioration.

6) Infrared Inspection:

- (i) An infrared, or thermography, inspection should be performed at least once every years on all switchgear, distribution panels, cable and bus connections, motor control centers and starters, and other critical equipment.
- (ii) Infrared surveys are done on energized equipment and should be conducted during peak demand periods if possible with prior approval of RCIL team.

7) Electrical HT System:

Party should carry out Comprehensive AMC & preventive maintenance of following system on quarterly basis Substation Maintenance.

- (i) This requires to carry out maintenance of HT equipment's installed at substation 11KV RCIL as per the respective manufacturers (OEM) standards.
- (ii) Any statutory approval from Local and Central Electricity Authority for the HT installation shall be arranged by the contractor. RCIL will pay the statutory levies/inspection fees on receipt of advice from concern departments.

Following are the Electrical Systems installed at substation require periodic monitoring, maintenance and operation in compliance with Indian Electricity Rule 1956 under the supervision and guidance of the representative of RCIL.

8) Transformer:

1. Insulating liquid samples should be taken annually and screen tested for dielectric breakdown, acidity, color, power factor, and interfacial tension.
2. A Fault gas analysis test conducted by a qualified testing laboratory should be performed annually. The results should be trended to track conditions and schedule maintenance as necessary.
3. Examine the transformer tank and bushings for evidence of leakage.
4. Inspect the bushings, insulators, and surge arrestors for broken or damaged parts, signs of overheating or arcing, or tracking.
5. Clean all bushings, insulators, and surge arrestors of any dirt or dust accumulation.
6. Tighten all conductor connections in accordance with manufacturer's recommendations.
7. Perform a ground resistance test to ensure minimum resistance value.

9) Vacuum Circuit Breakers (VCBs):

- (I) Remove and clean inter-phase barriers. Clean all insulating materials with vacuum and/or clean lint free rags.
- (II) Ensure that all contacts are clean, smooth, and in proper alignment. Ensure that spring pressures are maintained according to manufacturer's specifications

(f) Fire Alarm System:

- (i) Checks: Parameters, Battery Backup, any alarm in last quarter.
- (ii) Smoke Detector Functionality Check.
- (iii) Response Indicator Functionality Check
- (iv) Abort / Release / Manual Call Point Functionality Check.
- (v) Any other activity required for proper functioning of equipment's
- (vi) Very Early Smoke Detection Aspirators (VESDA) Highly Sensitive Smoke Detectors (HSSD) Fire Detectors & alarm systems – analog/digital Fire suppression systems as Novac 1230 with all fire panels In addition.
- (vii) Vendor need to plan, conduct and document Mock Fire Drill once in Three (3) month. Vendor also needs provide Fire and Safety Training to all staff in every 3 months.
- (viii) Schedule maintenance will be carried out as per OEM recommendations.
- (ix) One-time Hydrostatic pressure testing of the NOVEC cylinders will be needed to be done within 180 days of the date of issue of contract and ensuring necessary safety precautions and redundant cylinders at the site.**

(g) Fire Suppression System:

- (i) Checks AC voltage.
- (ii) Checks cable dressing proper or not.
- (iii) Checks for Proper Labeling / name plate.

- (iv) Checks for proper Termination of wires/ checks proper conduiting and concealing of cables.
- (v) Checks Gas release Panel LED indication.
- (vi) Checks Battery voltage.
- (vii) Checks the indicator position for all the cylinders.
- (viii) Checks that Control key position in isolation mode or not.
- (ix) Checks whether control key located near the panel or not.
- (x) Smoke test done on zone -1 & Zone -2
- (xi) Checks whether solenoid connected with Cylinder or not.
- (xii) Checks whether Manual Release Plunger in secure position or not.
- (xiii) Checks solenoid Activation Manually.
- (xiv) Schedule maintenance will be carried out as per OEM

(h) Access Control System:

Party should carry out comprehensive AMC & preventive maintenance of following systems on quarterly basis:

- (i) Checks: Parameters, Single Leaf and Double Leaf Door EML.
- (ii) Access Control System integration with IBMS & FAS and its functionality.
- (iii) Entry and Exit analysis of last quarter.
- (iv) Check for any unauthorized card entry
- (v) Any other activity required for proper functioning of equipment's
- (vi) Schedule maintenance will be carried out as per OEM

C) Submission of reports under Operating and Maintenance (O&M) shall include the following-

1) Daily Basis Report:

Daily walk-through Report: Walk through report summary for the equipment functionality, any abnormality identified during last 24 hrs, shift log book extract.

Daily log sheet: A log book should contain the power log, cooling log, DG log, consumption of diesel, and summary extract report.

2) Weekly Report:

Energy Consumption Report, Diesel Consumption Report, Access Report of any unauthorized report, CCTV Backup Record.

3) Monthly Report:

Monthly KPI Report, PUE Report of Data Center, Electrical Energy and Diesel Consumption Report, Inventory Verification Report, Change Management Report, Monthly Incident Report, Log book extract summary report, SLA compliance reports.

4) Quarterly Report:

Preventive Maintenance Planning and Actual Performance, Summary Report of Break- fix for last quarter, Quarterly KPI Report, Vendor Performance Report, Data Center Power and Cooling Performance Report, Summary of Inventory Change Records (server removal and additions), Uptime Report, Network Port Used and Spare Report.

5) Annually Reports:

Annual Report for Preventive Maintenance Planned and Actual, Summary of Break-fix for last one year along with it's RCA, plan of avoidance, reporting for repetition of similar incident, Vendor Performance Report, Uptime Report, System Performance Report for individual systems, Energy and Diesel Consumption Report, Annual PUE, next year Improvement plan, energy optimization plan, annual consumable report, next year consumable budget, preventive maintenance plan for next year, replacement / upgrade plan for any phased out item.

Note: Report of any incident occurred in last 24 Hrs along with its RCA and plan to avoid such incident in future.

D) General Support:

General support for logging calls related to Infrastructure services and facilities for Data Centre such as Power, Air conditioning, related network communication, Cleanliness/ Upkeep, Fire protection, Access control etc which falls under the purview of the Agency shall be provided on a 24x7x365 basis. The offsite technical support required when the onsite support is not able to resolve / trouble shoot a problem should be stationed in Secunderabad, preferably near the Data Centre site. Successful tenderer should depute a key person viz. Project Manager for attending calls and complaints and any other matter to be brought in notice in regard to the CAMC and man power support on 24x7x365 basis.

E) Timelines:

The Successful bidder should take over the infrastructure equipment/assets from existing agency after award of contract keeping in view the continuity of operations as mentioned in Clause 3.2 of Chapter-3.

1. Method Statement and Procedure for any of work should be prepared along with risk assessment covering Type of Risk, it's Impact and Mitigation Plan. Any work shall be commenced only after prior approval of method statement.
2. Any hot work inside data center should be done after prior approval/permission for hot work, deactivating fire alarm system and VESDA and all the systems should be again resumed back to normal on work completion.
3. Agency has to arrange for all the safety gears such as helmet, safety shoes, fire extinguisher, etc while working onsite.
4. Cold Aisle Containment shall be commenced while IT Rack Enclosures are installed with servers and live under products, vendors to take extra care while deployment of cold aisle containment to avoid any impact on server operations. In no condition servers can be shut down.
5. Pressure Test of Fire Suppression Pipes should be conducted before replacement/ top up of Novec 1230 cylinders. Agency to carry out the activity with proper safety plan.

F) Periodic Facility Audits

RCIL would conduct half-yearly audits to check for the compliance of the Facility with all the technical specifications. Any non-compliance to the specifications would qualify the Agency for a penalty. For every instance of non-compliance (even if it is repetitive in nature) there would be a penalty. The penalty would be levied on an additive basis and the accumulated total would be deducted from the payment due to the Agency in the following month. Though RCIL would conduct audits on a half-yearly basis, surprise checks can be conducted anytime and for any number of times.

G) Manpower

Manpower 08 (Eight) Nos. of Manpower for facility management support (FMS) working in 03 (three) shifts with primary role of monitoring Building Management System (BMS), HVAC System and Electrical Sub-station and other Data Center infrastructure, along with Supervisor 01 (One) Nos for 24X 7 support service in DC and Power house. (If any alternative manpower to be scheduled by Agency)

Scope of work for Manpower (BMS Support-Electrician and HVAC /Team Lead) will be:

- (i) To ensure logging a call with vendor in case of any issue with no delay and coordinate with vendor/sub vendor/support provider till resolution and closure of call.
- (ii) To attend minor electrical faults in data center on immediate basis.
- (iii) To coordinate with the service engineer at site while call resolution.
- (iv) To carry out primary thermal scan of all major electrical joints on Monthly Basis.
- (v) To maintain Earth Pit resistance record and monitoring.
- (vi) To ensure basic checklist would be recorded and maintained as guided by RCIL staff.
- (vii) Vendor/Party has to ensure suitable replacement in place, in case of any planned leave.
- (viii) Vendor/ party needs to provide necessary tools and People Protection Equipment (PPE) like safety gloves, shoes etc.
- (ix) To ensure successful DG test and switchover in coordination with DG staff whenever needed.
- (x) The electrician would replace all the lighting fixtures as and when needed.
- (xi) Engineer will ensure that all lights and ACs are switched off when not in use.
- (xii) To maintain service and maintenance reports of all electrical equipment's of Data Center & Single Line Diagram.
- (xiii) Schedule for Refilling of Fire extinguisher & earth pit check to be maintained
- (xiv) Vendor needs to do the payment in case of any extra office hours claim made by its staff.

Other Terms and conditions for Man Power resources:

- (i) The bidder has to ensure that they are compliant to the Minimum Wages Act (MWA)

for deployment of resources. The bidder should follow all payout norms as per the MWA.

- (ii) Vendor/partner has to ensure suitable replacement in place, in case of any planned leave of BMS personnel/Electrician.
- (iii) All the staff posted at site should be covered with Medical insurance under ESI & PF. Necessary registration document should be provided to RCIL at the time of submitting of invoice.
- (iv) All kind of necessary background (like police, qualification, experience) verification of staff while joining should be arranged by support provider and submitted to RCIL along with letter head.
- (v) In case the BMS/ Electrical/HVAC Engineer resigns from the Bidder's services notice period for leaving the job is minimum one month. Substitute should be provided with similar skills.
- (vi) The executives/ engineers in case of substitution should work together for at least two weeks for better work familiarization.
- (vii) In case absentee of staff not allowed if inevitable/unavoidable to be brought RailTel work in charge/representative.

H) Man Power Deployment for this work for BMS, HVAC and Power House with 24X7X365 Support. Academic/Professional Educational and experience for the manpower to be deployed as Maintenance engineer and Supervisor are as follows:

Designation	Qualifications	Qty
Maintenance Engineer as shift incharge for BMS, HVAC and Power house with 24X7 Support	B-Tech in Electrical/Electrical & Electronics /Mechanical Engineering with minimum 1 year experience as Shift In-charge in Data Center	8
Supervisor (Site In charge)	B-Tech in Electrical/Electrical & Electronics /Mechanical Engineering with minimum 3 years' experience for supervisor	1

Note: The deployed manpower should have working experience of TIER III certified data center as mentioned in above table.

I) Management Escalation Procedures & Contact Map

The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure would mean that RCIL and Agency management are communicating at the appropriate levels. Agency should share the Contact map. Successful tenderer should depute a key person viz. Project Manager for attending calls and complaints and any other matter to be brought in regard to the CAMC and man power support on 24x7x365 basis.

Section-II

CHAPTER-5
OFFER LETTER

The Executive Director,
RailTel Corporation of India Ltd.
2nd Floor, B-Block, Rail Nilayam,
Secunderabad – 500025

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 90 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of **“Operation and Maintenance of Data Center Infrastructures with Man Power Support at RailTel Corporation of India Ltd Rail Nilayam, Secunderabad”** within 90 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.

A sum of Rs _____ through <https://eproc.railtelenivida.com> Portal herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the 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.



CHAPTER-6 INSTRUCTIONS TO THE TENDERERS

6.0 General

These are the special Instruction to the Bidders for Tendering.

The RailTel Tender information published on www.railtelindia.com and on submission of e-bids/e-tender through RailTel Procurement Portal <https://railtel.enivida.com>

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

PLEASE NOTE ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY ALL THE CLAUSES OF THE TENDER BEFORE UPLOADING THE TENDER FORM.

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

6.1 Submission of Offers and Filling of Tender:

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

- a) Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer)
- b) The Tenderer should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- c) The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- d) Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

6.2 Following documents shall be submitted in Technical and Price bid separately as given below:

- a) **"TECHNICAL BID";** - The bid shall consist of the following: -
 - 1) Duly signed copy of Offer Letter complete in all respect.
 - 2) Digitally Signed Copy of Tender Document/ Corrigenda
 - 3) **E-receipt of Tender fee.**

- 4) **Power of attorney** in the favour of Authorized signatory to be submitted as per attached Annexure VI. **Chapter -11.**
- 5) **In case bidder happens to be an eligible MSE**, the documentary evidence for same shall be submitted
- 6) Authorization from such OEMs (As mentioned in Tender document in Annexure B of Chapter 9 to be submitted along with the bid.
- 7) Technical proposal, Design document along with the Solution of tenderer in conformity with system requirement of the tenderer, if any.
- 8) System Performance Guarantee as per Annexure-V, Chapter -11.
- 9) Clause wise compliance of tender condition.
- 10) Any Other information desired to be submitted by the tenderer.

b) "Price Bid" Shall contain:

The price bid for "Schedule of requirements" as per Note of Chapter 1 for each item quoted exactly according to the proforma to be submitted along with "Technical Bid". No other manually/digitally entered prices anywhere will be considered other than price bid on prescribed proforma.

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

6.3 Fax Quotations & Late Tender:

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

6.4 Attendance of Representatives for Tender Opening:

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

6.5 Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tender, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on RailTel Website & eNivida portal. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

6.6 Bid submission and Opening date:

1. The bid. Should be submitted along with Technical & Price bid document (all documents) in e-Nivida portal as per date & time given in the Bid Data Sheet (BDS).
2. The tenderer's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet. (BDS) in presence of such Tenderers/Representatives who choose to be present.
3. Bids received after due date and time shall be summarily rejected and shall not be opened.

6.7 Submission of offline documents:

All documents need to be submitted online only. There is no need of submission of offline documents. Original copy of following documents need to be submitted by the successful bidder before issuance of LOA.

- a. Original copies of **Annexure-IV (Affidavit), Annexure-V (System Performance Guarantee), Annexure-VI (Power of Attorney) of Chapter -11.**
- b. Undertaking on the stamp paper to the effect that Bidder/OEM should not have been blacklisted at any time by RailTel/Railways or any other Ministry/Department of Government of India/Public Sector Enterprise.

6.8. Pre bid Clarification Requests:

It is solicited. that the written queries/clarification request may be sent RailTel's officers' through e-mail to [sanjeeva@railtelindia.com](mailto:sanjeewa@railtelindia.com) with copy to asrayudu@railtelindia.com and shailendra.singh@railtelindia.com (in PDF & Word or Excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS).

NOTE: The Tender document consists of the following: -

Notice Inviting Tender

Section 'I' (Variable)

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 2A E-tendering Instructions to Bidder

Chapter 3 Special Tender Conditions

Chapter 4 Scope of Work

Section 'II' (Fixed)

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Section 'III'

Chapter 9 Overview of Data Center and Details of infra installed.

Chapter 10 & 10 A Information Security and Confidentiality and Service Level Agreements and Penalties.

Chapter 11 Annexures

Chapter 12 Check list.

6.9 Earnest Money Deposit (EMD):

As mentioned in BDS, Chapter-2

6.10 Security Deposit/Performance Bank Guarantee

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract including warranty period (if any) obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

6.11 No Interest on Earnest Money and Performance Security:

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

6.12 Rate, Taxes and Duties: -

6.12.1 Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/SGST/IGST/GST, Freight and insurance charges up to destination, applicable for each unit tendered.

6.12.2 Tenderers are requested to quote under the following terms: -

The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

6.12.3 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

6.13 Excise Duty: Deleted

6.14 GST related clause:

6.14.1 If any tenderer desires to ask for CGST/SGST/IGST/GST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of all taxes and no liability for payment of the CGST/SGST/IGST/GST will be devolved upon the purchaser.

6.14.2 CGST/SGST/IGST/GST should be quoted extra if applicable.

- a) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them duly stating the quantum of such credit per unit of the item quoted for.
- b) The tenderer while quoting for tenders should give the following declaration:

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly”.

The supplier while claiming the payment shall furnish the following certificate to the paying authority.

“We hereby declare that additional set off/input tax credit to the tune of Rs. _____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.”

If any surcharge on tax is applicable the same should be indicated clearly.

6.14.3 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

6.14.4 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

- 6.14.5** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 6.14.6** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 6.14.7** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 6.14.8** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST,SGST,IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.14.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
- 6.14.10** In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.14.11** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 6.15.** In case of imported equipment: -
Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- 6.16** The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.
- 6.17** Validity: Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.
- 6.18 Evaluation Criteria:**
- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment,

early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.

- ii) Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

6.19 The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

6.20 Compliance & Deviation statements:

Compliance statement for acceptance of the Scope of Work (Chapter 4) and Special Tender Conditions, General Tender Conditions and Standard Conditions of Contract (Chapter3, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

6.21 Tenderer's Comments:

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

6.22 Tax deducted at Source:

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

6.23 Addenda / Corrigenda:

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

6.24. Ambiguity:

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

6.25 Bid submission & Opening (On Line only)

6.25.1 EMD/Cost of tender document should be submitted through <https://railtel.enivida.com> Portal. Bids without EMD/Cost of tender document will be summarily rejected.

CHAPTER-7 GENERAL TENDER CONDITIONS

7.1 Acceptance of the Offers: -

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

7.2. Quantity to be ordered:

- a) The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the PO/LOA/Sub PO as indicated in SOR Chapter 2 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the PO/LOA/Sub PO. Any such change in value/quantity shall have no impact on the rates mentioned in the PO/LOA/Sub PO for any such item.
- b) RailTel will enter into PO/LOA/SPO with the successful firm to whom the contract is awarded for catering of requirement of Equipment. During the validity of PO/LOA/Sub PO, RailTel may place Sub Purchase Orders for Equipment detailed in SOR, as per requirement. The total variation under PO/LOA/Sub PO +/- 25% of contract value shall be restricted for these SOR items. The supplier shall have to supply material against this PO/LOA/Sub PO within 90 days from the date of issue of such PO/LOA/Sub PO.

7.3 Deleted

7.4 The payment will be released in accordance with Clause 3.16 i.e., of Inspection, Checking & Testing of Chapter-3. The bidder will be solely responsible for pre-inspected material for Quality Assurance including pre-dispatch inspection/ testing at manufacturers site by authorized representative of RailTel.

Payment shall be made in Indian Currency (Rs). 90% payment of the value of scheduled supply items would be made on receipt of material by the consignee (at site / the stores) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

RailTel shall make payments after the submission of invoice with required documents as per contract. Accounting/Bill passing unit for SOR for supplies is Corporate Office. All Bills shall be submitted to the GM/O&M and Rly.Proj./SC for certifying and verification and onwards submission to Finance of RailTel Corporate Office for releasing the payment.

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

7.5 Inspection, Checking & Testing:

7.6 Terms of Delivery

7.7 Delivery Schedule

7.8 Marking of Material Supplied

7.9. Procurement from Manufacturers Authorized agents / Distributors

7.10 Purchaser's right to accept any Bid and to reject any or all Bids:

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

7.11 Issue of Confirmed Supply Orders: N/A

7.12 Consignee Details: N/A

7.13 Force Majeure Clause:

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

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



CHAPTER-8 STANDARD CONDITIONS OF CONTRACT

8.0 Definitions and Interpretation.

8.0.1 In the Contract, unless the context otherwise requires;

8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

8.0.3 "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.

8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract;

8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;

8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

8.0.8. "Government" means the Central Government or a State Government, as the case may be;

8.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;

8.0.10. "Material" means anything used in the manufacture or fabrication of the stores

8.0.11. "Particulars" include-

- (a) "Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-in charge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.
- (b) Drawings

- (c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
- (d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
- (e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry;
- (f) "Proprietary mark "or "brand "means the mark or brand of a product which is owned by an industrial firm;
- (g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;

8.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its Territory office 2nd Floor, B-Block, Rail Nilayam, Above Canara Bank, Secunderabad – 500025 acting through Chairman & Managing Director or his authorized officer.

8.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

8.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;

8.0.16. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

8.0.17. "Supply Order" means an order for supply of stores and includes an order for performance of service;

8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;

8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;

8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.

8.0.21. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to

- (a) The consignee at his premises; or
- (b) Where so provided the interim consignee at his premises, or
- (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
- (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.

8.0.23. Deleted

8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.

8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.

8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents

8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.

8.0.29. Words in the singular include the plural and vice versa

8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;

8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.

8.1.0 Parties-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.

8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.

8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser: -

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

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

8.2.0. Quotations of rates by Contractors

- a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.
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.
- b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
 - (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
 - (ii) to terminate the contract and forfeit the Security Deposit.

8.3.0. Contract.

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

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

8.4.0. Security Deposit.

8.4.1. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 30 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 10 per cent of the total value of the PO/LOA detailed in the contract for which the tender has been accepted, as a security for the due fulfillment of the contract.

8.4.2. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -

To 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 the Purchaser or any person contracting through the Purchaser or otherwise howsoever, or

(b) To cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 8.6.2 shall apply as far as applicable.

8.4.3. No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.

8.4.4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

8.5.0. Delivery.

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

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

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

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

8.6.0. Time for and Date of Delivery; the Essence of the Contract-

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

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

8.6.2. Failure and Termination: - If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -

(a) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or

(b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.

(c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

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

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

8.6.2.1 Termination for Default–

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

If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.

If the tenderer fails to perform any other obligation(s) under the contract; and

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.

In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

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

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

(i) Require the Contractor to replace the rejected stores forthwith but in any event not later than a period

of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or

(ii) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.

(iii) The purchaser authorizes the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or

8.7.0. Extension of Time for Delivery-

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

8.8.0. Deleted

8.9.0. Deleted

8.10.0. Samples.

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

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

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

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

8.10.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

8.10.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

8.10.7. Where the contract does not require any advance sample to be approved, the Contractor may before 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.

8.11.0. Risk of Loss or Damage to Purchaser's Property.

8.11.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

8.11.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.

8.11.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.

8.11.4. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

8.12.0. Facilities for test and Examination-

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

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

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

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

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

8.12.5. Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.

8.12.6. Powers of Inspecting Officer- The Inspecting Officer shall have the power: -

- (i) 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.
- (ii) To reject any stores submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installment 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.
- (iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

8.13.0. Charges for Work Necessary for Completion of the Contract-

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

8.14.0. Responsibility of the Contractor for Executing the Contract.

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

8.14.2. Consignee's Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

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

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

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

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

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

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

8.14.6. Changes in a Firm:-

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

d) Consequence of breach - Should a partner in the Contractor firm commit a breach of Sub-clause 8.14.5 above or the Contractor should commit a breach of the conditions 8.14.6(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.

e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

8.15.0. Indemnity.

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

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

8.16.0. Packing.

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

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

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

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

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

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

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

8.17.0 Notification of Delivery.

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

8.18.0. Progress Reports.

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

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

8.19.0. Removal of Rejected Stores.

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

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

8.19.2. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting

Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

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

8.20.0. System of Payment.

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

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

8.20.3. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

8.21.0. Withholding and lien in respect of sums claimed.

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

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

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

8.21.3. Lien in respect of Claims in other Contracts

(a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.

(b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

8.22.0. Corrupt Practices

8.22.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favor or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.

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

8.23.0. Insolvency and Breach of Contract.

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

(a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or