



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(CIN: U64202DL2000GOI107905)

ELECTRONIC TENDER DOCUMENT

FOR

“Supply, Installation, Testing, Commissioning & Integration of Ciena make DWDM equipment for the OFC based communication System of RailTel”

SINGLE TENDER (One Packet System)

No. RailTel/Tender/ST/CO/Project/2024-25/Ciena DWDM/17 dated 20.11.2024

RAILTEL

RailTel/Tender/ST/CO/Project/2024-25/Ciena DWDM/17 dated 20.11.2024

SINGLE TENDER NOTICE

M/s. Teleindia Networks Private Limited.

Plot No. 85, Road No.9, KIADB IT Park,
Mahadeva Kodigehalli,
Bangalore-562149, Karnataka, India

Subject: Single Tender for “Supply, Installation, Testing, Commissioning & Integration of Ciena make DWDM equipment for the OFC based communication System of RailTel”

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Packet System for “Supply, Installation, Testing, Commissioning & Integration of Ciena make DWDM equipment for the OFC based communication System of RailTel” as per following details:

a)	Opening date of Tender downloading	20.11.2024
b)	Last date and time of submission of e-bid	Upto 15:00 hrs of 12.12.2024
c)	Opening of e-bid	15:30 hrs of 12.12.2024
d)	Validity of offer	120 days
e)	Estimated cost of work (excluding AMC)	Rs.83,33,682/- (including taxes).
f)	Completion period	180 days
g)	Earnest Money Deposit (EMD)	Rs. 1,66,700/-
h)	TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.com)
<p>Note: Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from www.railtelindia.com or from the e-Tendering portal https://railtel.enivida.com For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal https://railtel.enivida.com. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.</p>		


Sr. DGM/Projects

No. RailTel/Tender/ST/CO/Project/2024-25/Ciena DWDM/17 dated 20.11.2024

एकल निविदा सूचना

M/s. Teleindia Networks Private Limited.
Plot No. 85, Road No.9, KIADB IT Park,
Mahadeva Kodigehalli,
Bangalore-562149, Karnataka, India

विषय: रेलटेल की ओएफसी आधारित संचार प्रणाली के लिए Ciena मेक डीडब्ल्यूडीएम उपकरण की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग तथा एकीकरण के लिए एकल निविदा

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि.(रेलटेल), निम्नलिखित विवरण के अनुसार "रेलटेल की ओएफसी आधारित संचार प्रणाली के लिए Ciena मेक डीडब्ल्यूडीएम उपकरण की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग तथा एकीकरण " के लिए सिंगल पैकेट सिस्टम में ई-निविदाएं आमंत्रित करता है।

क)	निविदा का डाउनलोडिंग के खुलने की तिथि	20.11.2024
ख)	बोली प्रस्तुत करने की अंतिम तिथि और समय	Upto 15:00 hrs of 12.12.2024
ग)	ई-बिड खुलने की तिथि	15:30 hrs of 12.12.2024
घ)	ऑफर की वैधता	90 days
ङ)	निविदा की लागत (एएमसी को छोड़कर)	₹. 88,33,682/- (टैक्स सहित)
च)	समापन अवधि	180 days
छ)	बयाना राशि (ईएमडी)	₹. 1,66,700/-
झ)	TReDS सुविधा उपलब्ध है	हाँ, m1xchange पोर्टल पर (url: https://www.m1xchange.com)
<p>नोट: निविदा सूचना और निविदा प्रलेख रेलटेल की वेबसाइट पर उपलब्ध हैं और www.railtelindia.com या ई-टेंडरिंग पोर्टल https://www.railtel.enivida.com से डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल https://www.railtel.enivida.com से निविदा प्रलेख की आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि निविदा केवल ई-टेंडरिंग पोर्टल पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी। बोली दाता तैयारी, बोली की तैयारी / प्रस्तुति / भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरणया परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।</p>		

RAILTEL

निविदा सूचना
20/11/2024

वरिष्ठ उप महाप्रबंधक/परियोजना

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CHAPTER-1

OFFER LETTER

RailTel Corporation of India Ltd.
Plate-A, 6th Floor,
Office Block Tower-2,
East Kidwai Nagar,
New Delhi-110023

Reference: RailTel/Tender/OT/CO/_____ date:_____

1. I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **120 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the equipment (including I&C) within **180 days** from the date of issue of Purchase Order/LOA. 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 the RailTel.
2. A sum of Rs. _____ (_____ amount in words_____) through eNivida Portal herewith submitted as “**EMD**”. 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 **specified days as per tender** after issue of Purchase Order/LOA.

or

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

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the “Letter of Acceptance” of my/our offer for this work.

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR):

Schedule-A: Supply

SN	Item Code	Type	Short Description	Description of Item	Unit	Qty	Unit Rate (inclusive all)		Total cost (inclusive all)	
							In Fig (INR)	In Words	In Fig (INR)	In Words
	6502-PKG			6500 2 slot shelf with common accessories						
1	NTK503LA	HW	Shelf	6500 2-SLOT OPTICAL TYPE 2 SHELF ASSEMBLY	no	1				
2	NTK505TA	HW	Power Module	POWER INPUT CARD (BREAKERLESS) 2-WIRE D-SUB, MAX 10A	no	2				
3	NTTC01CK E6	HW	Power Cord	CBL PWR 8AWG 2.5M 2W2C RIGHT ROUTED TO OPEN (EU)	no	2				
4	NTZF14M2	HW	Shelf Processor	6500 REL 12.61 NTK555NB SHELF PROCESSOR (SPAP-2 W/2XOSC FOR 6500-2/7 TYPE 2) KIT	no	1				
5	NTK507NA	HW	Cooling Unit	6500 2-SLOT COOLING UNIT ASSEMBLY	no	1				
6	S74-LIC-NTK560JL	E-Licence	License	6500-D2 BASE LICENSE	no	1				
7	S74-LIC-NTK569MM	E-Licence	License	6500 REL 12.6 SOFTWARE LICENSE	no	1				
8	NTK509NZE 6	HW	Installation Kit	SMALL OPTICAL INSTALLATION/IRM KIT	no	1				
9	NTK509NA E6	HW	Bracket Kit 19-in.,ETSI & 23-in.	2-SLOT BRACKET KIT (NTK503MA AND NTK503NA)	no	1				
				PHOTONICS						
10	NTK552GA E5	HW	Amplifier	MIDSTAGE LINE AMPLIFIER 3 (MLA3 C-BAND) CIRCUIT PACK	no	2				
11	NTK592NG E5	HW	OSC Optics (0-34dB)	TRANSCEIVER,CWDM,DWDM-OSC,38DB,1511NM,3.3V,0T O70C,SFP,20PINS,LC,ENHANCED MSA	no	2				

Schedule-B: Services:

SN	Description	Unit	Qty	Unit Rate (inclusive all)		Total cost (inclusive all)	
				In Fig (INR)	In Words	In Fig (INR)	In Words
B	Installation, Testing, Commissioning & Integration of materials supplied in Schedule-A above with the existing network of RailTel.	Lot	8				
Sub total of Schedule-B							

Schedule-C: AMC/ Long Term Maintenance Support:

SN	Description	Unit	Qty	Unit Rate (inclusive all)		Unit Cost (inclusive all)	
				In Fig (INR)	In Words	In Fig (INR)	In Words
C	Total Annual Maintenance Charges of Schedule-A after warranty period as defined in clause-4.A.3 of chapter-4A of tender document.	Years	5				
Sub total of Schedule-C							
Total of Schedule (A+B+C)							

Note:

- 1.1 Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with break-up as per Performa attached as Annexure-A and B of this Chapter). The materials as per SOR are required to be delivered at site as indicated in clause 4.A.4 of Chapter-4A. It shall be the responsibility of Tenderer to transport the equipment to site.
- 1.2 Cost of any license fee required to be paid for hardware & software shall be included in the rate quoted by the tenderer. All software supplied by the bidder should have perpetual license. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.
- 1.3 Evaluation of bids will be done based on Total cost of Schedule-A, Schedule-B & Schedule-C (Incl. taxes). After completion of evaluation process, LOA/Purchase Orders will be issued in favour of the selected bidder.
- 1.4 The Bidder(s)/OEM(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Annexure-A

Price Schedule for Supply Items (Schedule-A)

SN	HSN Code	Description	Total Qty	EX-Factory Price (Basic Unit Price exclusive of all levies and charges) (in Rs.)	Pkg & Forwarding Charges		Freight & Insurance Charges		Other Charges and Levies (to be specified by bidder)	CGST, SGST & GST		Price Per Unit (all inclusive) for delivery at destination (4+6+8+9+11)
					%	Amt (in Rs.)	%	Amt (in Rs.)		Amt (in Rs.)	%	
1		2	3	4	5	6	7	8	9	10	11	12

Annexure-B

Price Schedule for Services & AMC Items (Schedule-B & C)

SN	Description	Total Qty	Basic Unit Price exclusive of all levies and charges (in Rs.)	Other Charges and Levies, if any (to be specified by bidder)		CGST, SGST & GST		Unit price (all inclusive) (4+5+7)
				Amt (in Rs.)	%	Amt (in Rs.)	%	
1	2	3	4	5	6	7	8	

(End of Chapter- 2)

CHAPTER-3A

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

1.1 Item Specifications:

Technical specification will be as per contract against RailTel Tender No. RailTel/LT/CO/NTP/2019-20/DWDM/510 dated 09.01.2020 (LOA No.1001910679 dated 13.04.2020).

1.2 Tentative locations and distribution:

SN	Type of equipment	Nos.	Name of Locations
1	ILA	8	Bissamcuttack, Baghbahara (BGBR), Himgir (HGR), Dharuadihi (DIH), Soro, Bankura, Meramanadli, Ghantikhal Nidhipur

1.3 ILA Requirement PAN India (alongwith POP Infrastructure):

SN	Territory	Main Section	FROM (TX)	TO (RX)	KM	Current Value of span loss as on date (in dB)	New ILA location
1	Bhubaneshwar	Munigura-Raygara	Munigura	Raygara	62	35	Bissamcuttack
2	Bhubaneshwar	Nawapara-Mahasamund	Nawapara	Mahasamund	69	35	Baghbahara (BGBR)
3	Bhubaneshwar	Jharshugura-Raigar	Jharshugura	Raygara	84	32	Himgir (HGR) 1
4	Bhubaneshwar	Jharshugura-Sagra	Jharshugura	Sagra	67	32.8	Dharuadihi (DIH)
5	Bhubaneshwar	Balasore - Bhadrak	Balasore	Bhadrak	70	36	Soro
6	Ranchi	Adra - Bishnupur	Adra	Bishnupur	92	32	Bankura
7	Bhubaneshwar	Dhenkenal - Angul	Dhenkenal	Angul	70	36.2	Meramanadli
8	Bhubaneshwar	Dhenkenal - BBS	Dhenkenal	BBS	74	37	Ghantikhal Nidhipur

1.4 The tenderer will be responsible for supply of complete material for this tender including the support for integration with the existing network, wherever required.

(End of Chapter-3A)

CHAPTER 4A

COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

- 4.A.1.1 The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 4.A.1.2 The offer should remain valid for a minimum period of 120 days from the date of opening of tender including the date of opening.

4.A.2 Warranty

- 4.A.2.1 **The warranty would be valid for a period of 36 months from the date of installation and commissioning of the material (issuance of Site Acceptance Test (SAT) report by concerned Region).** The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 4.A.2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 4.A.2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 4.A.2.4 Warranty Support:
 - 4.A.2.4.1 Material for repair during Warranty Period shall be handed over /taken over to contractor's engineer/representative at RailTel's regional NOC locations or sites where equipments are installed. During the warranty period, the contractor shall remain responsible to arrange replace within 30 days period and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor. In case contractor fails

to replace any faulty part within 30 days, penalties will be imposed as per clause 7.5.2 of Chapter-7.

4.A.2.4.2 During the warranty period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.

4.A.3. Long Term Maintenance Support

4.A.3.1 Bidder/OEM shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 5 years. The long term maintenance support shall be comprehensive and include all hardware and software equipment supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 4.A.2 above & its sub clauses will be applicable.

4.A.3.2 Bidder/OEM shall be paid @ 3.5% (minimum) of supply cost of SOR-A (basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e., issue of AMC LOA.

If the bidder quotes higher than 3.5% in SOR-B, he will be paid at his quoted rate per annum. Total AMC cost for five years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 5 years after completion of warranty. This period of 5 year may be extended further with mutual consent of RailTel and Bidder/OEM.

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

4.A.3.3 Separate LOA for AMC shall be issued by RailTel 3 months prior to the completion of warranty period. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC from the date of LOA shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation. Value of PBG will be 10% of the total value of LOA issued for AMC for five years or will be kept as per Government of India guidelines applicable at the time of issue of LOA for AMC. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.

4.A.3.4 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Regional General Managers/ Executive Directors of the Regions.

4.A.3.5 Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in chapter-7.

Note: The acceptance of the above clauses is mandatory and **specific acceptance from OEM is required to be enclosed as per Form no.3 of Chapter-6.** Any deviation / non acceptance may lead to rejection of the bid.

4.A.4. Delivery, Installation, Testing, Commissioning & Integration period

The materials as per SOR-A are required to be delivered, installed, tested, commissioned & Integrated within 180 days from the issue of LOA/Purchase Order. The materials shall be delivered to the site / at each of the Regional centers to be decided by CO/respective Regional EDs/RGM, transported to different locations which will be provided by respective Regions to the bidder.

For items that cannot be installed for want of site readiness or as per the decision of the Executive Director of the region, the same have to be returned to RailTel stores by the Tenderer. Road permit will be facilitated by RailTel and shall issue necessary request letter etc. Tenderer are required to obtain the road permit. However, it has no bearing on delivery period.

4.A.4.1 RailTel’s office details

SN	Region	Office	Address
1.	Corporate Office	New Delhi	Principal Executive Director/Infra Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023
2.	Northern Region	New-Delhi	Regional General Manager/ Executive Director 6 th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.
3.	Eastern Region	Kolkata	Regional General Manager/ Executive Director 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata - 700091, West Bengal.
4.	Southern Region	Secunderabad	Regional General Manager/ Executive Director 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500016
5.	Western Region	Mumbai	Regional General Manager/ Executive Director Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013.

4.A.5. Payment Terms for Supply items (SOR-A, B & C)

- 4.A.5.1 80% of the value of the part supply of Equipment of SOR-A on receipt by the consignee at site duly inspected and accompanied with below mentioned documents:
- (i) Original Invoice (GST Compliant format) indicating, inter alia description and specification of the goods, quantity, unit price, total value.
 - (ii) Delivery Challan/ E-way bill
 - (iii) Packing list.
 - (iv) Purchaser's Inspection certificate
 - (v) Consignee receipt
 - (vi) Warranty certificate of OEM
 - (vii) Insurance certificate
 - (viii) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.
- 4.A.5.2 Balance 20% value of the part supply of SOR-A on Installation, Testing, Commissioning & Integration at site and issuance of Site Acceptance Test (SAT) report by concerned Region. Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year
- 4.A.5.3 100% payment of SOR B (I&C) will be made after Installation, Testing, Commissioning & Integration at site and issuance of Site Acceptance Test (SAT) report by concerned Region.
- 4.A.5.4 Bill passing and bill paying unit for the supplies under SOR is respective Regional Office.
- 4.A.5.5 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.
- 4.A.5.6 Payment of Schedule-C towards "AMC/ Long Term Maintenance Support" would be paid quarterly by the concerned Region after satisfactory completion of AMC Services of that quarter and on certificate furnished by concerned RailTel's representative of the Region.
- 4.A.6. Performance Bank Guarantee (Security Deposit)**
- 4.A.6.1 The bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e., beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period plus four months. **The claim validity period shall be 1 year after PBG validity for lodging the claim.** The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.A.6.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form no.-1 of Chapter-6. If the delivery period gets extended, the PBG should also be extended appropriately.

- 4.A.6.3 The Performance Bank Guarantee (security deposit) will bear no interest.
- 4.A.6.4 This PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 4.A.3.3 of this Chapter.
- 4.A.6.5 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The details of RailTel's details for SFMS are as:

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

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

- 4.A.6.6 Wherever the contracts are rescinded, the security deposit/PBG shall be forfeited and the SD/Performance Bank Guarantee shall be en-cashed by RailTel.

4.A.7. Taxes & Duties

- 4.A.7.1 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.
- 4.A.7.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 4.A.7.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.A.7.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.A.7.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.A.7.6 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST alongwith respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 4.A.7.7 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

4.A.7.8 In regards to service support, the tenderer should have registration no. for GST and shall furnish GST registration certificate on award of LOA.

4.A.7.9 The imposition of any new tax and/or increase in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

4.A.7.10 **Deleted.**

4.A.7.11 Bidder has to submit an **Indemnity Bond as per Form no. 7 of Chapter- 6.**

4.A.8. Insurance

4.A.8.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of SAT by RailTel. Insurance policy has to be kept valid by the contractor till issue of SAT by RailTel.

4.A.8.2 The Contractor should ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act enforce from time to time.

4.A.8.3 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

4.A.9. Liquidated Damages

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order/LOA for any

reason whatsoever attributed to failure of tenderer. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

4.A.10. Transportation

The rates quoted should be CIP destination. The destination shall be defined POP / nominated office of RailTel in the proposed sections which shall be indicated by RailTel's representative.

4.A.11. Statutory Deduction

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

4.A.12. Qualification Criteria

The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

All the document should be in English/Hindi language only. Document other than English/Hindi will not be entertained. However, Tech. Specification and details should be in English only.

4.A.12.1 Deleted

4.A.12.2 Eligibility Criteria Requirements for Bidders: Deleted

4.A.12.3 Eligibility Criteria Requirements for OEM's: Deleted

4.A.13. CONSORTIUM BIDS: Deleted

4.A.14. Participation of Joint Venture (JV) Firms in Works Tender: Deleted

4.A.15. System Performance Guarantee

4.A.15.1. The tenderer shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

4.A.15.2. This certificate in the Proforma given in **Chapter 6, Form No. 2**, shall accompany the final offer. **Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.**

4.A.16. Evaluation of Offer

- 4.A.16.1. Evaluation of bids will be done, based on total cost of Schedule-A, Schedule-B and Schedule-C of SOR (Incl. taxes).
- 4.A.16.2. Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- 4.A.16.3. Deleted.
- 4.A.16.4. The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications given in Chapter-3.
- 4.A.16.5 Bid evaluation will be done based on the quote received as per Chapter-2. 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.
- 4.A.16.6 Deleted.
- 4.A.17. Security Considerations & Security Agreement**
- 4.A.17.1 While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 4.A.17.2 The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer (OEM) shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website), covering all relevant clauses. **The tenderer must submit a declaration along with their bid in this regard.**
- 4.A.17.3 **Deleted**
- 4.A.18. Purchaser's Right to Vary Quantities**
- 4.A.18.1 The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA/Sub PO/PO as indicated in Bid Data Sheet (BDS) Chapter 5 without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order/LOA. Any such change in quantity shall have no impact on the rates mentioned in the purchase order/LOA for any such item.
- 4.A.18.2 **Rate Contract: Deleted**

4.A.19. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid

4.A.19.1 The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

4.A.20. Execution of Purchase Order/LOA

4.A.20.1 POs will be issued Region wise.

4.A.20.2 The successful bidder has to submit the copy of the Purchase order/LOA duly signed on each page including Annexure & will submit the Performance Bank Guarantee as per Clause no. 4.A.6 of this chapter for due fulfillment of the PO/LOA.

4.A.20.3 If the successful bidder fails to submit the accepted copy of PO/LOA within 15 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

4.A.20.4 In the event of any tenderer whose tender is accepted and refuses to execute the PO/LOA as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order/LOA and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

4.A.21. Annulment of Award

Failure of the successful bidder to comply with the requirement of various clauses of tender document shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.

4.A.22. Earnest Money Deposit (EMD)

4.A.22.1 **All the Bidders/OEM are required to deposit EMD amount as mentioned in NIT and BDS through e-Nivida Portal as "Earnest Money". EMD in no other form shall be accepted. Offers without applicable EMD amount shall be summarily rejected.**

4.A.22.3 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.6 of this chapter.

4.A.22.4 **Offers without complete amount of Earnest Money shall be summarily rejected.**

4.A.22.5 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.

4.A.22.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with clause 4.A.6 (Chapter-4A).

4.A.22.7 Earnest Money will bear no interest.

4.A.23. For Micro and Small Enterprises (MSEs):

4.A.23.1 Deleted.

4.A.23.2 Deleted.

4.A.23.3 Deleted.

4.A.23.4 Deleted.

4.A.23.5 "RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.

4.A.23.6 MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

4.A.23.7 MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

4.A.23.8 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

4.A.24. Offer/ Bid Prices

4.A.24.1 The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price

need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees (FOR/CIP destination).

4.A.24.2 The breakup of price of each item of SOR in terms of basic Unit price, Custom duty, CGST/SGST/IGST/GST and other taxes and any other Levies/charges already paid or payable by the tenderer shall be quoted in Annexure-A, B&C of Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.

4.A.24.3 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.

4.A.24.4 Deleted.

4.A.25 Clause wise Compliance

4.A.25.1 **For Bidder** – Bidder has to submit Nil Deviation (Form No. 12, Chapter-6) form as a compliance against all the terms and conditions of Tender document. Bidder may submit Deviation, if any, in his bid from Tender document in the format given in Form no. 12. **However, in case of submission of any Deviation from Tender conditions, RailTel reserves the right to reject the bid without giving any justification.**

Note: In case of non-submission of Form no. 12 (Chapter-6) with bid, the bidders bid may be rejected.

4.A.25.2 **For OEM** - Clause wise compliance statement of Technical Specifications (Chapter-3).

4.A.26 Inspection

4.A.26.1 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / tenderer's works by RailTel's authorized representative. Material should be offered for inspection ensuring supply, installation, testing, commissioning and integration within the period as specific in tender. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ tenderer, free of cost. Under exceptional circumstances, if it is not possible to carry out pre-dispatch inspection at Manufacturer's premises, exemption for the same shall be obtained from competent authority based on the supplier's internal test report, guarantee and fitment certificate .

4.A.26.2 Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.

4.A.26.3 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-

inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ tenderer's account.

4.A.27 Force Majeure

4.A.27.1 If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

4.A.27.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.28 Settlement of Disputes

In case of any dispute concerning this order both the tenderer and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Chairman & Managing Director, RailTel Corporation of India Limited.

4.A.29 Governing Laws:

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

4.A.30. Termination for Default

4.A.30.1 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.

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

- c) 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.

4.A.31 Risk & Cost

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

- 4.A.31.1 The Maximum Liability of tenderer to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

4.A.32. Termination for Insolvency

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

4.A.33. Rates During Negotiation

The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

4.A.34. Deleted

4.A.35. Submission of Offers

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

- a. The offer shall be submitted in One packet on eNivida Portal as per instructions given in Chapter-4B& 4C of tender.
- b. Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- c. Any document submitted/uploaded in eNivida portal must be duly signed & stamped by the tenderer in each page.
- d. 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.

- e. Tenderers are requested to go through all the conditions of the tender document 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).
- f. **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

4.A.36. Constitution of Firm and power of Attorney

4.A.36.1. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -

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

4.A.36.2. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

4.A.36.3. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

4.A.36.4. In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

4.A.36.5. The duly notarized Power of Attorney shall be submitted in original or duly signed.

4.A.37. Opening of Tender

4.A.37.1 Tenderer's Bid will be opened on specified date & time as mentioned in BDS (Chapter 5) of the tender in presence of such Tenderers/ Representatives who choose to be present.

4.A.38. Non-Transferability & Non-Refundability

The tender documents are not transferable.

4.A.39. Errors, Omissions & Discrepancies

The Contractor(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and if in doubt, shall bring it to the notice of the purchaser without delay. In case of any contradiction only the printed rules, and books should be followed and no claim for the mis-interpretation shall be entertained.

4.A.40. Wrong Information by Tenderer

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

4.A.41. Public Procurement:

4.A.41.1 Preference to Make in India: Deleted

4.A.41.1 Bidders sharing a land border with India: Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate as per Annexure-I shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

4.A.42 Updation of Labour data on Railway's shramik kalyan Portal: Deleted

4.A.43. Integrity Pact Program: Deleted

4.A.44 Compliance for procurement of Telecommunication equipment from trusted source:

Department of Telecommunication (DOT) notification no. 20-1236/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted source shall be applicable to this tender. Bidder/OEM should be registered on Trusted Telecom Portal. Bidder/OEM shall obtain Trusted Source certificate from concerned department of Government of India as defined in above mentioned notification before delivery of the equipment. Undertaking from OEM in this regard shall be submitted by the bidder along with technical bid.

4.A.45 Offered equipment should comply Mandatory Testing and Certification of Telecommunications equipment (MTCTE). MTCTE certificate for the offered equipment shall be submitted by the bidder. Department of Telecommunication (DOT) notification no. 20-1263/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted source shall be applicable to this tender.

4.A.46 Availability of Spares

- 4.A.46.1 The Tenderer shall warrant that spare part for the system would be available for minimum of 8 years from the date of commissioning.
- 4.A.46.2 Tenderer shall give at least one year advance intimation regarding stoppage of production of spares for the installed equipment besides ensuring their availability for a minimum period of 8 years.
- 4.A.46.3 RailTel shall hold successful bidder responsible for all SLAs mentioned in the RFP and subsequently in the contract document, however, for ensuring the same, Certificates from OEM and/or authorized vendors/representatives will be produced to confirm that the life time maintenance support (three years warranty & five years AMC) by provisioning of spares.

4.A.47 Site Acceptance Testing (SAT):

On installation, testing, commissioning and integration of equipment, site acceptance testing shall be conducted on the system as per **approved SAT procedures** and its constituents by the Tenderer under the presence of Purchaser/Engineer.

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

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



CHAPTER-4B

INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for Tendering.

The RailTel Tenders are published on www.railtelindia.com and on e-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. 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. PLEASE SIGN ON EACH PAGE.

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

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com> and this should be done well before the deadline for bid-submission.

4.B.1 Submission of the bid:

The bidder is required to submit the Technical bid and Price bid in eNivida portal before due date & time of submission of bids specified in this tender document.

4.B.2 Following documents shall be submitted in bid as given below:

- 1) Offer Letter complete.
- 2) Signed Copy of Tender Document/ Corrigenda
- 3) **E-receipt of EMD**
- 4) **Power of attorney** to be submitted in accordance with Clause-4.A.36.5, Chapter-4A of Tender Document.
- 5) **Indemnity Bond** (Form No. 7 of Chapter-6).
- 6) Specific authorization addressed to RailTel from the OEM (Parent Company) for Indian Subsidiary or authorized partner i.e., **Manufacturer Authorization Form** (Form no. 5 of Chapter-6).
- 7) **System Performance Guarantee** (form no. 2, chapter-6).
- 8) **Acceptance for Long Term Maintenance Support** as per Clause 4.A.3.5, Chapter-4A of Tender Document (form no. 3, chapter-6).

- 9) Declaration regarding acceptance of clarification issued from DoT (Clause 4.A.17.2, Chapter 4A of Tender Document).
- 10) Clause wise compliance to tender conditions as per clause 4.A.25 of Chapter-4A.
- 11) Form no. 4,6 &12 of Chapter-6.
- 12) Certificate by bidders sharing a land border with India as per clause 4.A.41.2, Chapter-4A.
- 13) The price bid for “Schedule of requirements” as per Note of Chapter 2
- 14) Any other document asked in the tender but not listed above.
- 15) Any Other information desired to be submitted by the tenderer.

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

4.B.3. Fax Quotations & Late Tenders:

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

4.B.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.

4.B.5. 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 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.

4.B.6 Bid submission and Opening date

1. The bid should be submitted along with Technical & Price bid document (all documents) in eNivida 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.

4.B.7 Submission of offline documents:

The bidder is required to submit the following documents offline to GGM/Project, RailTel Corporate Office, Plate-A, 6th Floor, Office Block-2, East Kidwai Nagar, New Delhi – 110 053 within 07 days of opening of tender in a Sealed Envelope. The envelope shall bear the tender name and the tender number).

- a. **Power of Attorney.**
- b. **Form No. 3 (Indemnity Bond).**

4.B.8 Clarification Requests:

The written queries/ clarification request may be sent to RailTel’s office through e-mail to savita.singla@railtelindia.com and copy to netesh@railtelindia.com (in pdf & excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS). Reply of

relevant clarifications sought will be uploaded in eNivida portal. Clarifications sought shall be submitted in the following format:

SN	Clause no. & Chapter no.	Page no.	Sub-clause no./ Point no.	Content of the clause requires clarification	Points of clarification required	Remarks

(End of Chapter- 4B)



रेलटेल
RAILTEL

CHAPTER-4C

E-tendering Instructions to Bidders

4.C.0 GENERAL:

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 4B of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

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

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

4.C.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g.Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.

8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of account.

4.C.2 SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, bidder scan pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then bidder may download the required documents / tender schedules, Bid documents etc. Once bidder pays both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4.C.3 PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bid.
2. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

4.C.4 SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.

3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete” (i.e., after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

4.C.5 For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com

(End of Chapter- 4C)

CHAPTER- 5
BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document.

Clause	Description
Clause A.A.1.2, Chapter-4A	Validity of offer 120 days from the date of opening of tender.
Clause 4.A.2.1, Chapter-4A	Warranty 36 months from the date of installation and commissioning.
Clause 4.A.3.1, Chapter-4A	Long Term Maintenance Support (AMC) 5 Years from the date of completion of Warranty.
Clause 4.A.4, Chapter-4A	Delivery, installation, Commissioning & Integration period 180 days from date of issue of LOA/Purchase Order.
Clause 4.A.6, Chapter-4A	Performance Bank Guarantee (Security Deposit) Performance Bank Guarantee of 10% of total value of the LOA is required to be submitted within 30 days of issue of LOA. Validity of this PBG shall be 4 months beyond warranty period.
Clause 4.A.18.1, Chapter-4A	Purchaser's Right to Vary Quantities Up to a maximum extent of +/- 25% of contract value.
Clause 4.A.22.1, Chapter-4A	Earnest Money Deposit (EMD)/ Bid Security Rs. 1,66,700/-
Clause 4.B.8, Chapter-4B	Last date of submission of queries/clarification request: Date: 28.11.2024
Tender Notice	Last date & time of submission of offer (Online) Date: 12.12.2024 and Time: 15:00 hours
Clause 4.A.37.1, Chapter-4A	Date & time of Opening of Tender (Online) Date: 12.12.2024 and Time:15:30 hours

Note: If the details given in BDS contradict with referred clause in the detailed tender document, the details in BDS will have overriding priority over the referred clause in the tender document.

(End of Chapter- 5)

CHAPTER- 6

Form No. 1

Proforma for Performance Bank Guarantee

(On Non Judicial Stamp Paper of Rs. 100/-)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....and.....for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee.

Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

We, the Bank further agree that this guarantee shall be invocable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New Delhi is being advised accordingly.

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

Dated the day of,..... 2024

for

(indicate the name of the Bank)

Witness

1. Signature
Name

2. Signature
Name



PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE
(On Stamp Paper of Rs. one hundred)

To,
.....,
RailTel Corporation of India Limited

I / We hereby guarantee that the design on the basis of which we have submitted our tender no. has been carefully made to conform to the end objectives in the tender documents and to technical specification therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the RailTel to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 1 month from the date on which this guarantee is invoked by the Purchaser. The guarantee is valid for a period of one year from the date of commissioning of the system.

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.
2.



**PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed O.E.M. on their respective Letter Head)**

To

.....
**RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023**

Applicable for OEM directly participating in the tender

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 4.A.3 of Chapter-4 shall be met **by us directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable for Authorized representative of OEM participating in the tender (To be signed by OEM)

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 4.A.3 of Chapter-4A shall be met **by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfill the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary in India or through authorized Indian representative for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions** pertaining to Long Term Maintenance Support of tender document.

(Signature of OEM's Authorized Officer)
Seal

Signature of witness:

- 1.
- 2.

Note: Submission of above format is mandatory and required to be submitted by both OEM and Bidder separately on their respective letter heads. Any deviation / non acceptance may lead to rejection of the bid.

CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY

Note: Tenderer is required to submit offer as per following check list by giving page no. of submitted documents

SN	Item/Clause of Tender Document	Details/Remarks
1	Signed Copy of Tender Document/ Corrigenda	
2	EMD	
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)	
4	Power of Attorney to Signing the Bid & Board resolution (Clause 4.A.36, Chapter- 4A of Tender Document)	
5	Clause wise compliance (Clause 4.A.25.1 and 4.A.25.2 of Chapter-4A)	
6	Declaration regarding acceptance of clarification issued from DoT for Latest Security Clause which includes sign of Agreement between RailTel & Vendor/OEM (Clause 4.A.17.2, Chapter- 4A of Tender Document)	
7	Form no. 2 (System Performance Guarantee) (Clause 4.A.15.2 Chapter-4A of Tender Document)	
8	Form no. 3 (Undertaking for Long Term Maintenance Support from OEM) (Clause 4.A.3, Chapter-4A of Tender Document)	
9	Form No. 6 of Chapter-6- RTGS Payment	
10	Form No. 7 of Chapter-6- Indemnity Bond.	
11	Form No. 12 of Chapter-6 (Nil Deviation Component Compliance)	
12	Annexure-I: Certificate by bidders sharing a land border with India as per clause 4.A.41.1 of Chapter-4A	
13	Undertaking of OEM as per Form-5 of Chapter-6	
14	Price Bid for Schedule of Requirements as per Chapter-2	

Note:

- i. **Non submission/ non-compliance of above documents as detailed in above Check List will make the offer liable to be rejected.**

To,

Dated:

.....
M/s. RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023.

Subject: Manufacturer Authorization form (MAF) to M/s
for (To be provided by OEM).

Tender No.dated: 20.11.2024

Dear
Sir,

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

We hereby authorize M/s (bidder name),
Office..... to participate in bid and
subsequently upon award of the bid to execute the supply and Installation &
Commissioning of our range of products against your above said bid.

We further extend our warranty for years for our range of products offered
by M/sagainst the above-said bid. However, if Authorized
Distributor/Partner fails to fulfill the support obligation due to any un-foreseen
circumstances, the same shall be provided by us directly or through our
subsidiary/partner in India for the mentioned/remaining period at the quoted prices
by the bidder. I/We have gone through the requirement mentioned in the Tender
Document and shall provide services as per terms and conditions.

Thanking you,
Best regards,

Authorised Signatory of OEM



Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To,

.....
M/s. RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023.

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____ Which was awarded /participated to / by our company as per your award letter no. _____ dated _____.Against the above PO/LOA participated/awarded to us, we authorize you make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current/Over Draft)
6. IFSC code
7. NEFT Code
8. Agency's Address
9. Agency's telephone & mobile no.
10. GST Registration Details.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**

STANDING INDEMNITY BOND
(For on Account Payments and Stores supplied by RailTel)
(On Stamp paper of Requisite Value)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through ED/RGM/RailTel/----- Region or his successor hereinafter referred to as “the Purchaser” all materials for which ‘On Account’ payments have been made to us against the Contract for _____ vide letter of Acceptance/PO of Tender No. _____ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager (RGM)/Executive Director (ED) ----- Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/ED/RailTel/-----Region, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this _____ day of _____, 2024

for and on behalf of M/s

(Contractor)

Signature of witness
Name and witness in Block letters
Address

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter
(TO BE SIGNED BY BIDDER)**

To

.....
 RailTel Corporation of India Ltd.
 Plate-A, 6th Floor, Office Block Tower-2,
 East Kidwai Nagar,
 New Delhi-110023

Date: dd-mm-yyyy

Dear Sir,

Sub: NIL Deviation Compliance for Tender no.

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

1. We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. **In case of any deviation, RailTel reserves the right to reject the bid without giving any justification.**

Format of Annexure (Deviation Statement)

S. No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

2. All the proposed Hardware and Software to be supplied as per SOR are compliant to the technical specifications as mentioned in Chapter-3 of Tender document.
3. We hereby certify that the hardware and software mentioned in our Bill of Material (BOM) are complete.
4. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the RFP. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

(End of Chapter-6)

CHAPTER-7

Detailed standard conditions applicable for the Annual Maintenance Contract

7.1.0 Introduction

This document contains the standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor. Contractor is defined as the company whose products/equipments have been deployed over the RailTel telecommunication network and the warranty of these equipments has expired or going to be expire shortly. All the equipments/ cards/ modules of SOR-A will be covered under this contract. This Annual Maintenance Contract will cover up the provision of remote services to be provided by the contractor for proper working of Network created through the contractor's equipments. This document will also cover up the Repair and Return services for the rectification of defective modules/cards/parts etc which are the key tools in use for uninterrupted traffic. It also includes the Key performance parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- **Technical Support service.**
- **Repair and Return Service.**
- **Software Updates.**

7.2.0 Basic Definitions and terminology Used:-

RailTel: RailTel Corporation of India Limited having its registered and Corporate office office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023.

Contractor: Contractor means firm/company whom equipments are deployed over the Telecommunication Network of RailTel.

TSC: Technical Support Center created by the Contractor for 2nd level support.

TEC: Telecom Excellence Center created by the contractor for 3rd level support.

WC: Welcome Center of contractor through which the RailTel may interact with contractor.

AR: Assistance Request created by WC of contractor for a specific request of RailTel which will be used for all references until its closure and also for future correspondence.

Maintained Products: Details of equipments with location wise deployment and serial identification numbers to be incorporated in a statement jointly signed by RailTel and Contractor, which will be covered under AMC contract.

Severity Levels:

Severity Levels are defined as the condition of the system when RailTel submits an Assistance Request (AR). There are three severity levels for reported problems. Severity levels are defined as follows:

“Critical”(also known as Severity Level 1, SL1): The system is inoperative and RailTel’s inability to use the product has a critical effect on RailTel’s operations. This condition is generally characterized by complete system failure and requires immediate correction.

“Major” (also known as Severity Level 2, SL2): The system is partially inoperative but still usable by RailTel. The inoperative portion of the product severely restricts RailTel’s operations, but has a less critical effect than a severity level 1 condition.

“Minor” (also known as Severity Level 3, SL3): The system is usable by RailTel, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall RailTel operations.

RailTel shall inform the severity based on above definitions, at the time of opening of AR with Contractor’s TSC. If TSC feels to disagree on the severity, may discuss with RailTel on correction of severity. Where parties disagree on the classification of a particular reported problem, RailTel and Contractor’s technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event, the parties are unable to reach agreement on the classification, the reported problem shall be classified at the discretion of RailTel.

7.2.1 **Key Performance Indicators (KPIs):**

The key performance indicators (KPI) established by contractor and RailTel, are dependent on the severity level of the request as reported by RailTel to the TSC through telephone. Contractor’s KPIs extend to Maintained Products running on a currently supported software version release only. These are KPIs which will decide the penalties to be imposed on contractor if he fails to achieve the fixed parameter for both remote services and Repair & Return services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor’s welcome center of a reported problem to when an contractor’s expert attempts to contact RailTel via telephone or preferred contact method as defined when submitting the request.

“Restore Time” (also known as Remote Neutralization) means a measure of the length of time from when contractor is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor provides the means to return a system to operational status. This will be applicable only for services impacting cases. Travel time of field’s engineers or TSC engineers and spare arrangement times will be excluded in this.

Resolve Time (Also known as Final Resolution Time) means a measure of the length of time from when RailTel first notifies the contractor's welcome center to the time when a solution to address the issue is made available to RailTel. This may or may not occur simultaneously with Restore Time.

Patch Releases/Maintenance Releases:-

“Patch Release” means a software release that contains minor modifications to address a specific problem and help restore a system. A Patch Release may also be known as “Craft Release”.

“Maintenance Release” means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer's technical specification. Typically they are comprised of a collection of Patch Releases. Maintenance Release may also be known as an “Update Release” or a “Point Release”.

7.3.0 Technical Support Service: -

During this AMC period, whenever needed, RailTel may contact the Contractor's Support center (WC) through a dedicated phone no. or e-mail address or Web for every issue or request. The Welcome Center of the Contractor (WC) will be available 24 hours a day and 365 days of the year. Welcome Centre creates the Assistance Request (AR) in the database and this AR will be used for all future correspondence /references and it will route to either for Repair or Return services or to Technical support center (TSCs) for remote assistance. These level 2 services provided through Technical support center may escalate to Technical Experts centre or to OEM dedicated technical support centers (for OEM support for hardware and /or software portion of the products).The Welcome centre of contractor (WC) keeps track of the assistance request (AR) or part request until closure.

7.3.1 Contractor's responsibilities:

Contractor shall login RailTel Network in support of product related questions troubleshooting assistance, diagnostic procedures, and Patch & Maintenance Releases, as are made available, to restore and resolve network troubles. The following services will be provided:

7.3.1.1 Troubleshoot network problems via phone, virtual private network, or modem connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.

7.3.1.2 Provide technical advice and guidance via telephone or email by Contractor's product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.

7.3.1.3 Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.

7.3.1.4 For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.

7.3.1.5 Not Used.

7.3.1.6 Not Used.

7.3.1.7 **Software Update:**

RailTel will be extended the benefits of software updates made by OEM on the installed systems on existing release from time to time to improve performance. If required to restore or rectification of severe problems all the software up-gradation, re-installation will be done by contractor during the period of AMC.

7.3.2 **RailTel Responsibility: -**

When reporting an AR, RailTel shall include Severity Level of problem and output of any diagnostic, printed logs, already performed to help reproduce the conditions under which the trouble occurred. Identify site ID or contact number, submitter name & location, callback telephone number and/or email address, system name and location, processor location, type and serial number, and alternate contact.

7.3.2.1 RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.

7.3.2.2 RailTel will provide remote access to Contractor's TSC to access their network, either through VPN, ISDN or Team viewer.

7.3.2.3 RailTel will perform first level diagnostics before handing over the ticket to the Contractor. RailTel will share all network layouts, link details etc which may be needed by Contractor to help troubleshooting the issue.

7.3.2.4 RailTel will provide all necessary documents for repair of cards.

7.3.2.5 RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipments etc. to give remote access to Contractor.

7.4.0 Repair and Return Services

7.4.1 Repair

7.4.1.1 Contractor's Responsibility:-

1. The Contractor will take- over the defective cards/SFPs from NOC/site where equipment is installed and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
2. After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from NOC/site where equipment is installed. All the documentation including identification number (Serial number) will be provided by RailTel.
3. There will be initial one time activity of all existing faulty cards being repaired by Contractor before commencement of the AMC. AMC will cover only equipments which are in working condition.
4. The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be installed/handed over to RailTel authorized representative at NOC/site. The contractor will also give probable reason for repeated failure of cards/ modules.

Uninterrupted Network: For smooth and uninterrupted traffic during the repair being carried out by the contractor.

1. Contractor shall make spares available at his own cost.
2. All transportation, freight and insurance charges will be borne by the contractor.
3. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

7.4.1.2 RailTel's Responsibility

RailTel will hand over the defective card/SFP/Parts/etc. to the contractor's authorized representative at NOC/site along with the following relevant information & documentation.

1. Identification/serial number and location of use.
2. Fault report document duly filled-in in a format as per requirements of Contractor.
3. All relevant documentation including failure description, diagnostic tests results.
4. Adequate packing material to protect against reasonable risk of damages.
5. Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.
6. Perform a physical check test on the repaired parts.

7.4.2 Return

If any part goes beyond repair due to Contractor at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as “unworkable”. If it will be required to deploy a new part on that location that will be provided by the contractor to RailTel free of cost. To achieve this, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused parts. Any such parts will be not-repairable and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the cards are non repairable due to these reasons.

7.5.0 Services Level Agreement Values (SLA):

As described above, if the contractor fails to provide the Technical Support Services and Repair services within the reasonable time, the following KPIs will be used.

7.5.1 Technical Support Services KPIs & SLA:

Severity Levels/KPIS	Critical	Major	Minor
Respond	1Hr	3Hr	5Hr
Restore	6 Hr	BE	BE

*BE-Best Effort

Penalty:

Penalty of Rs. 500/- per day and max. upto 10% of Quarter bill will be imposed for not meeting SLA.

7.5.2 Repair and Return Services

If the contractor fails to return the card within 30 days, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than 60 days (from the date of receipt)	Full cost of affected part/module

Note:

- OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.
- The above replacement services will be applicable during maintenance supervision, warranty and AMC period.

7.6.0 General Conditions:

7.6.1 Period of AMC:

This Annual Maintenance Contract will be valid for a period of 5 years from the date of issue of LOA/PO for AMC. This period (i.e. 5 years) may be extended further with mutual consent of RailTel and Contractor.

RailTel at its discretion is free to change the location of the equipments installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.

7.6.2 Performance Bank Guarantee:-

The contractor is required to submit a Performance Bank Guarantee (PBG) within 30 days from the date of issue of LOA for AMC @ 10% of the total AMC cost of five years valid for a period 4 months beyond the AMC period of 5 years from the date of issue of LOA or will be kept as per Government of India guidelines applicable at the time of issue of LOA/PO for AMC. The Proforma for PBG is given in Form No. 1 of tender document. If the AMC period got extended, the PBG will also be extended accordingly.

The performance Bank Guarantee will bear no interest.

7.6.3 Prices and Taxes:-

- The prices for the services shall be in INR which will be the currency of account invoicing and payment.
- If in respect of the provision of services, Contractor has to pay the additional admissible taxes, the same will be get reimbursed after receiving the documentary proof by RailTel.
- Price will not include the cost of any financing (if any).
- The Octroi/entry tax shall be paid extra as per actual on production of proof of payment/document.

7.6.4 Payment Terms:-

AMC charges shall be paid on quarterly basis by the respective Regional General Managers/ Executive Director of the concerned Region after successful completion of maintenance within 30 days from the date of invoicing accompanied with Invoice, Monthly trouble ticket report, Monthly repair report subject to any deductions or recovery (which the RailTel may be entitled to make under contract) through RTGS. Monthly reports will be shared with RailTel regularly. Format will mutually be decided by RailTel and Contractor.

7.6.5 Execution of contract

The Regional General Managers/ Executive Directors of respective regions or his nominated representatives will be responsible for the execution of the contract under their respective jurisdiction. Certificate regarding proper execution of the AMC along with proposed deductions/penalties with reasons thereof shall be prepared for every billing cycle (quarterly) for arranging payment to the contractor.

7.6.6 Tenderers Address

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

7.6.7 Law governing the contract.

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

7.6.8 Force Majeure clause:-

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

absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

7.6.9 **Illegal Gratification**

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

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

7.6.10 **LABOUR**

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

7.6.10.1 **Apprentices Act**

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

7.6.10.2 **Provisions of Payments of Wages Act**

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

7.6.10.3 **Provision of Contract Labour (Regulation and Abolition) Act 1970**

1. The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.
2. The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
3. The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including

any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.

4. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
5. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

7.6.10.4 **Reporting of Accidents to Labor**

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

7.6.10.5 **Provisions of Workmen's Compensation Act**

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

full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

7.6.11 **Determination of Contract**

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

Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive.

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

7.6.12 **TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

As per clause 4.A.30, Chapter-4A of tender document.

7.6.13 **RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :**

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any

compensation for the use and employment thereof or for wear and tear or destruction thereof.

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

7.6.14 **SETTLEMENT OF DISPUTE AND ARBITRATION:-**

- Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of sole arbitrator or Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd.
- Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

(End of Chapter- 7)

Annexure-I

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 1. An entity incorporated, established or registered in such a country; or
 2. A subsidiary of an entity incorporated, established or registered in such a country; or
 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 4. An entity whose beneficial owner is situated in such a country; or
 5. An Indian (or other) agent of such an entity; or
 6. A natural person who is a citizen of such a country; or
 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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

Certificate to be given by the Tenderer:

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

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

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

(END OF TENDER DOCUMENT)