



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

पूर्वी क्षेत्र,

19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, जीएन 34/1, ब्लॉक- जीएन, सेक्टर-V,
साल्ट लेक, बिधाननगर, कोलकाता - 700091

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Eastern Region,

19th Floor, Aurora Waterfront Building, GN 34/1, Block- GN, Sector-V,
Salt Lake, Bidhannagar, Kolkata - 700091

RailTel website: www.railtelindia.com

<https://railtel.enivida.com>

“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए ओडिशा राज्य में
वन विभाग लिंक की डिलीवरी के लिए तेजस मेक एसडीएच उपकरण, कार्ड,
मॉड्यूल और सहायक उपकरणों की आपूर्ति”

के कार्य के लिए

एकल निविदा दस्तावेज़

SINGLE TENDER DOCUMENT

for the work of

“Supply of Tejas make SDH equipment, cards, modules and accessories for
delivery of Forest Department links in Odisha State for RailTel Corporation
of India Ltd., Eastern Region”

एकल निविदा संख्या (Single Tender No.): RailTel/Tender/ST/ER/HQ/2023-24/1490, Dt. 06.09.2023

खुलने की तिथि (Date of opening): 21.09.2023

निविदा दस्तावेज़ की लागत (Cost of Tender Document): Rs. 1,770/- (Incl. GST)



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

Eastern Region,

19th Floor, Aurora Waterfront Building, GN 34/1, Block- GN,
Sector-V, Salt Lake, Bidhannagar, Kolkata - 700091

निविदा सूचना संख्या (Tender Notice No.): RailTel/Tender/ST/ER/HQ/2023-24/1490, Dt.
06.09.2023

RailTel's Website: www.railtelindia.com

<https://railtel.enivida.com>

M/s. Tejas Networks Limited,
Plot No. 25, 5th Floor,
J P Software Park, Electronic City, Phase-I,
Hosur Road, Bangalore- 560100

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल), पूर्वी क्षेत्र, "रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए ओडिशा राज्य में वन विभाग लिंक की डिलीवरी के लिए तेजस मेक एसडीएच उपकरण, कार्ड, माँड्यूल और सहायक उपकरणों की आपूर्ति" के काम के लिए ई-टेंडर आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel), Eastern Region invites e-tender for the work of "Supply of Tejas make SDH equipment, cards, modules and accessories for delivery of Forest Department links in Odisha State for RailTel Corporation of India Ltd., Eastern Region"

विवरण इस प्रकार हैं:

The details are as under:

a)	बोली जमा करने की अंतिम तिथि Last date for Submission of Bid	21.09.2023 up to 14:00 hrs.
b)	बोली खोलने की तिथि Date of opening of Bid	21.09.2023 at 14.30 hrs.
c)	प्रस्ताव की वैधता Validity of offer	60 days from date of opening of tender
d)	वितरण अवधि Delivery period	Within 120 days from date of issue of Purchase Order
e)	अनुमानित लागत (जीएसटी सहित) (₹.) Estimated cost (Incl. GST) (Rs.)	Rs. 60,22,992.00/- (Incl. GST)

f)	बयाना जमा राशि (ईएमडी) Earnest Money Deposit (EMD)	Rs. 1,20,500/-
g)	निविदा दस्तावेज़ की लागत (रु.) Cost of Tender Document (Rs.)	Rs. 1,770/- (Incl. GST)

पात्र एमएसई को केवल निविदा दस्तावेज़ की लागत और ईएमडी जमा करना से छूट दी गई है। कोई अन्य छूट नहीं दी जाएगी, अधिक विवरण खंड में दिया गया है। /

Eligible MSEs are exempted from submission of cost of Tender Document and EMD only. No other exemption will be given, more details are given in clause.

नोट: निविदा दस्तावेज़ और निविदा सूचना रेलटेल वेबसाइट पर उपलब्ध है और इसे www.railtelindia.com या ई-निविदा पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन जमा करने के लिए निविदाकर्ता को <https://railtel.enivida.com> पोर्टल से निविदा दस्तावेज़ की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी। भविष्य की सभी जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र/परिशिष्ट संशोधन आदि को केवल ई-निविदा पोर्टल और रेलटेल वेबसाइट पर ही पोस्ट किया जाएगा। निविदा दस्तावेज़ की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी। /

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 bidder will have to necessarily download an official online copy of the tender documents from e-nivida portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

बोलीदाता बोली को तैयार करने, प्रस्तुत करने/भाग लेने से संबंधित सभी लागतों को वहन करेगा। बोली प्रक्रिया के संचालन या परिणाम की परवाह किए बिना खरीदार इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा। /

The bidder shall bear all costs associated with the preparation, submission/ participation in the bid. Purchaser in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

सहायक महाप्रबंधक/अनुबंध
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए
Asst. General Manager/Contracts
for RailTel Corporation of India Ltd., Eastern Region

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CHAPTER-1

OFFER LETTER

RailTel Corporation of India Ltd
19th Floor, Aurora Waterfront Building,
GN. 34/1, Block GN, Sector-V,
Salt Lake, Bidhannagar,
Kolkata – 700 091.

Ref: RailTel/Tender/ST/ER/HQ/2023-24/1490, Dt.: 06.09.2023

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 **60 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within 120 days from issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. _____ (Amount in words _____ eNivida portal submitted as **“EMD”**). The 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 Guarantee) within **specified days as per tender** after issue of Purchase Order/LOA. Or I/We do not supply the material within 120 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**Tender No.:** RailTel/Tender/ST/ER/HQ/2023-24/1490, Dt. 06.09.2023

Name of the work: Supply of Tejas make SDH equipment, cards, modules and accessories for delivery of Forest Department links in Odisha State for RailTel Corporation of India Ltd., Eastern Region

SCHEDULE OF REQUIREMENT (SOR) & PRICE BID

SN	Item Description	Qty	Unit	Unit Rate in Rs. (Excl GST)	Amount in Rs. (Excl GST)
1	Tejas TJ1600C Shelf (Chassis + Backplane)-320G	4	Nos.	55865.28	223461.12
2	Tejas TJ1600C-OAM Module	4	Nos.	9732.55	38930.20
3	Tejas TJ1600C-FAN Tray Unit	4	Nos.	12264.80	49059.20
4	Tejas TJ1600C-PFU01-Power Filter Unit	8	Nos.	7506.98	60055.84
5	Tejas TJ1600C-80G XC card	8	Nos.	120500.00	964000.00
6	Tejas TJ1600C-2 port STM64 Card	8	Nos.	91941.54	735532.32
7	Tejas TJ 1600C-16 Port GE/STM1/16 optical tributary card	9	Nos.	75418.39	678765.51
8	Tejas TJ1600C-20 port GE STM1/4/16 Optical Tributary Card	5	Nos.	75418.39	377091.95
9	Tejas TJ1600C-Basic Installation kit	4	Nos.	2690.73	10762.92
10	Tejas TJ1600C-Enhanced Installation kit	4	Nos.	589.24	2356.96
11	Tejas TJ1600C-SDH License-80G shelf	4	Nos.	2605.79	10423.16
12	Tejas-TJ1400R2-Pack et Optical TRANSPORT SYSTEM: 7 SLOT BASE CHASSIS(ET) with R2 BACKPLANE and AIRFILTER	3	Nos.	21995.03	65985.09
13	Tejas TJ1400-Cross Connect Module-1x STM-64 + 2x STM-16 + 2xSTM-4 Agg/1xSTM-64 Tributary Module	6	Nos.	113375.56	680253.36
14	Tejas TJ1400-L2 Ethernet Fabric card with 2 X GigE + 4 X FE	10	Nos.	29572.16	295721.60
15	Tejas TJ1400-Basic Installation Kit-Contains 2 DC Power Cables Earth cable-Fasteners-NMS Cable	3	Nos.	437.42	1312.26
16	Tejas TJ1400-Enhanced Installation Kit-Contains 2Alarm-BITS data BITS Clock-raft/Modem cables (Y & DB9)- Diag and Ethernet cable	3	Nos.	567.00	1701.00
17	Tejas XFP-L64.2-80 km	23	Nos.	18140.40	417229.20
18	Tejas SFP L16.2 OC 48/STM 16	30	Nos.	1311.26	39337.80
19	Tejas SFP-1x GigE LX- approx. 10 Kms	30	Nos.	435.85	13075.50
20	Tejas SFP-L4.2-OC12/STM 4	30	Nos.	1179.45	35383.50
21	Tejas SFP-L1.2-OC3/STM1	30	Nos.	961.28	28838.40
22	Tejas TJ1400-Fan Tray unit	3	Nos.	8769.00	26307.00
23	Tejas AC Power Supply-Card for TJ1400	6	Nos.	24987.26	149923.56
24	Tejas Software license	3	Nos.	681.00	2043.00
25	Tejas STM4-TJ1270/TJ1400 - DC operated	3	Nos.	65560.15	196680.45
Total Advertised Tender valuer cost (Excl. GST)					51,04,230.90
Total Advertised Tender valuer cost (Incl. GST) (R/off)					60,22,992.00

Rate Quoted in percentage Above/Below/At par of the advertised Tender value	Rate shall be quoted in eNivida portal only
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i.	I/We have carefully gone through the specifications. Terms and conditions etc. attached with the tender document.
ii.	I/We undertake to keep this offer valid for period indicated in Tender from the date of opening of Tender and further not to revoke the same before the expiry of such period.
iii.	Tenderer shall quote rates including GST, there shall be break up of basic price and applicable taxes such as SGST, CGST, IGST & UGST including RCM under GST payable by recipient as per Annexure-A

Signature and Stamp of the Tenderer

Annexure-A

SN	HSN Code	Description	Total Qty.	EX-Factory Price (Basic Unit Price exclusive of all levies and changes) (in Rs.)	Pkg & Forwarding Charges		Freight & Insurance Charges		Other Charges and Levies	CGST, IGST, SGST & GST		Price Per Unit (all inclusive) for delivery at destination (5+7+9+10+12)
					%	Amt (in Rs.)	%	Amt (in Rs.)		Amt (in Rs.)	%	
1	2	3	4	5	6	7	8	9	10	11	12	13
1												
2												
3												
.												
.												
.												
24												
25												

CHAPTER-3

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

A. TECHNICAL REQUIREMENTS

1.1 INTRODUCTION

RailTel Corporation of India Ltd. is having a Class- A ISP license. RailTel is providing internet leased lines, IP MPLS VPN Services, TPaaS Video Conference System to various customers within India which includes major corporate customer, government sector, defence etc. RailTel is also providing retail broadband service RailWire For providing the service RailTel is deployed various Telecom and Data Transmission equipment at different locations.

RailTel is extending its Tejas SDH Network in Odisha State to connect Forest Department points of connectivity. The material planned to procure through this tender is for delivery of Orisha State Forest Department links.

OVERVIEW OF THE SCOPE OF WORK

The scope of work would be Supply of materials as per SOR to Consignee, Technical support during Installation & commissioning, warranty support.

1.1.1 Design of Network

The offered equipment shall be compatible with the existing Tejas Network of Odisha State.

1.1.2 QUALITY ASSURANCE PROGRAMME AND IMPLEMENTATION METHODOLOGY

Not Used.

1.1.3 MANUFACTURING, SUPPLY AND STORAGE OF EQUIPMENT

The tenderer will be fully responsible for Supply of Equipment, cards / interfaces including the following:

- a) Support for integration with existing TEJAS SDH Transmission Network in RailTel's Network in Odisha State.
- b) The tenderer shall be responsible for delivery of the material to RailTel's Stores/Sites as advised.

1.1.4 SITE PREPARATION

1.2.4.1 RailTel's Responsibility

Not Used.

1.2.4.2 Tenderer's Responsibility

The tenderer will be responsible for supply of complete material for this tender including the support for integration with the existing network, wherever required. It shall be the responsibility of Supplier to transport the Cards/Modules to RailTel Store at Bhubaneswar as mentioned in this tender document.

1.1.5 OUTSIDE PLANT ACCEPTANCE

Not Used.

1.1.6 INSTALLATION, INTEGRATION, TESTING AND COMMISSIONING OF NETWORK

The Tenderer shall be fully responsible for Quality Assurance of Equipment, Cards/ Modules and support for the following: -

- a) Installation and integration of the above said Equipment, Cards/Modules items as per requirement.
- b) Integration with existing network.
- c) Testing & Commissioning of the Network.

1.1.7 TRAINING OF PURCHASER'S PERSONNEL

Not Used.

1.1.8 FINAL COMMISSIONING

Not Used.

1.2 GENERAL SYSTEM GUIDELINES

Not Used.

1.3 TECHNICAL RESPONSE

The technical response shall be fully comprehensive and detailed and it will include detailed guaranteed specifications of the equipment, Cards/Modules and accessories to be supplied. Marginal performance shall not be accepted.

1.3.1 FEATURES AND CAPABILITIES OF CARDS/MODULES

The succeeding specifications contain the necessary requirements of RailTel with regard to the features and capabilities of the Cards/Modules to be offered by the Tenderers. These will be carefully studied and commented upon by the Tenderer. These should not be treated as maximum specifications.

1.3.2 COMPLIANCE TO TECHNICAL REQUIREMENTS

1.4.2.1 CLAUSE BY CLAUSE COMPLIANCE

In the offer, the Tenderer shall include statement of clause by clause compliance of the tender document and sufficient documentation such that RailTel can validate the compliance statements.

1.4.2.2 NIL OR UNCLEAR RESPONSE STATEMENTS

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

1.4.2.3 VARIANCE FROM SPECIFIED REQUIREMENTS

In case of variance of the offered equipment, Cards/Modules from the specified Technical requirements, the decision of RailTel on whether the Cards/Modules offered is responsive to the bid requirements shall be final and binding upon the Tenderer.

1.4.2.4 DETAILED TECHNICAL INFORMATION

The Tenderer shall include in his proposal the detailed Technical information, drawings and functional descriptions of the offered equipment, Cards/Modules to support the Compliance to RailTel's Technical requirements.

(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 60 days from the date of opening of the 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 after delivery of materials to consignee. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet 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 thirty six 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 locations or sites where equipment's are installed. During the warranty period, the contractor shall remain responsible to arrange replacement within 30 days 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 period, 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 affectedpart/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

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

Not used

4.A.4. Delivery period

The materials as per SOR are required to be delivered within 120 days from the date of issue of Purchase Order. Material can be delivered partially, the materials shall be delivered to the Consignee address and given below:

Sr. Manager (Tech.)
 RailTel Corporation of India Ltd.,
 1st Floor, Annex Building, B Block,
 RailVihar, Chandrashekharpur, Bhubaneswar -751023

4.A.5. Payment Terms

4.A.5.1 A-1 In case of Full Supply in one lot- 100% payment on full supply of the PO items, would be made on receipt of material by the consignee at site, duly inspected, and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- (i) Tax Invoice
- (ii) Delivery Challan
- (iii) E-way bill
- (iv) Packing list.
- (v) Factory Test Report.
- (vi) Purchaser's Inspection certificate
- (vii) Consignee receipt
- (viii) Warranty certificate
- (ix) Insurance certificate
- (x) A certificate duly signed by the firm certifying that equipment/ materials

being are new and conform to technical specification.

A-2 In case of Part Supply - 90% on part supply of delivered material and balance 10% on supply of remaining balance Equipment to the consignee, duly inspected, and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- (i) Tax Invoice
- (ii) Delivery Challan
- (iii) E-way bill
- (iv) Packing list.
- (v) Factory Test Report.
- (vi) Purchaser's Inspection certificate
- (vii) Consignee receipt
- (viii) Warranty certificate of OEM
- (ix) Insurance certificate
- (x) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

A-3 Balance 10% payment on supplied items as mentioned in A-2 above would be made after full supply.

4.A.5.2 Accounting unit/bill passing unit for the supplies under SOR is RailTel Corporation of India Limited, Eastern Region.

4.A.5.3 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.6 Performance Bank Guarantee (Security Deposit)

4.A.6.1 The tenderer 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 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 Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.

4.A.6.4 The Performance Bank Guarantee (security deposit) will bear no interest, Last date of lodgment of claim shall not be less than one year of expiry date

4.A.6.5 This PBG would be released after satisfactory completion of contract including warranty period.

- 4.A.6.6 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 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. Performance Bank Guarantee (security deposit) will bear no interest.
- 4.A.6.7 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 along with 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 Deleted

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 GRN by RailTel. Insurance policy has to be kept valid by the contractor till issue of GRN by RailTel.

4.A.8.2 Deleted

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 Store of consignee.

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**

4.A.12.1 Deleted.

4.A.13 Deleted

4.A.14. 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, 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 SOR (based on L-1 Offer)

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

4.A.17 Security Considerations & Security Agreement

Not applicable

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:**

Not used

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 by RailTel Eastern Region.

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 30 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) and Cost of Tender Document**

4.A.22.1. **All the Bidders/OEM are required to deposit Tender Cost and EMD amount as mentioned in NIT and BDS *as "Tender Cost" & "Earnest Money". Tender cost and EMD in no other form shall be accepted. Offers without applicable EMD amount and tender cost 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. Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.

4.A.23.2. MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof (Udhyam Aadhaar Certificate) of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.

4.A.23.3. The MSEs must also indicate the terminal validity date of their registration.

4.A.23.4. Failing 4.A.23.2 and 4.A.23.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

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 of Chapter 2. Any changes in statutory duties/taxes after opening of 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 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 cannot submit any Deviation, 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.**

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. At least part of the material should be offered for inspection within 60 days or earlier of issue of confirmed Purchase Order/LOA ensuring supply 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.

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 through e-procurement portal <https://railtel.enivida.com>.

- a. The offer shall be submitted in Single packet as per the instructions given in Chapter-4B &4C.
- b. Tenderer shall quote in SOR provided in the 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: -

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. 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.36.3. In case where the Power of Attorney 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.36.4. 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. Cost of tender document paid will not be refunded.

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.41.1 Public Procurement:

Not used

4.A.41.2 **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:

- A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ___Month, Year."

4.A.43. Deleted.

4.A.44. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)
Not Applicable

4.A.45. FINAL ACCEPTANCE
Not Applicable

4.A.46 Compliance for procurement of Telecommunication equipment from trusted source
Not used

4.A.47 Integrity Pact Program
Not Applicable

4.A.48 e- Reverse Auction:
Not used

(End of chapter-4A)

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 Technical and Price bid as given below:

- (a) **"TECHNICAL BID"**; -The bid shall consist of the following:-
- 1) Offer Letter complete.
 - 2) Signed/Digitally signed Copy of Tender Document/ Corrigenda
 - 3) **E-receipt of EMD**
 - 4) **E-receipt of Tender fee.**
 - 5) **Power of attorney** to be submitted in accordance with Clause-4.A.36.4, Chapter-4A of Tender Document.
 - 6) **Indemnity Bond** (Form No. 7 of Chapter-6).-Deleted.
 - 7) **In case bidder happens to be an eligible MSE**, the documentary evidence for same shall be submitted (clause 4.A.23, chapter-4A).

- 8) Not used
- 9) Complete technical data and particulars of the equipment offered, as specified in the Tender document together with descriptive literature, leaflets, Drawings, if any, complete with list etc.
- 10) **System Performance Guarantee** (form no. 2, chapter-6).
- 11) Not used
- 12) Not used.
- 13) Schedule of Requirements with and detailed priced Bill of Material including break up of common units/cards/backplane/Fan Tray unit etc. for building up the SOR items for supply.
- 14) Clause wise compliance to tender conditions as per clause 4.A.25 of Chapter-4A.
- 15) Documentary proof of qualifying criteria - Not Applicable
- 16) Form no. 4, 6, 11 of Chapter-6.
- 17) Form No. 8 Not applicable
- 18) Certificate of Local Content as per clause 4.A.41.1, Chapter-4A
- 19) Certificate by bidders sharing a land border with India as per clause 4.A.41.2, Chapter-4A.
- 20) Any other document asked in the tender but not listed above.
- 21) 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:

Original copy of following document is needed to be submitted by the successful bidder before opening of Tender

- a. Power of Attorney.
- b. Form No.11, Affidavit
- c. Form No. 2 (System Performance Guarantee)

- 4.B.8 The written queries/ clarification request may be sent to RailTel's office through e-mail to pooransigh@railtelindia.com with copy to pdjames@railtelindia.com (in pdf & word or 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)

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 60 days from the date of opening of tender.
Clause 4.A.2.1, Chapter-4A	Warranty 36 months from the date of Supply
Clause 4.A.3 Chapter-4A	Long Term Maintenance Support (AMC) Not used
Clause 4.A.4 ,Chapter-4A	Delivery (Supply) Within 120 days from date of issue of 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.12 ,Chapter-4A	Qualifying Criteria - Not Applicable
Clause 4.A.18.1, Chapter-4A	Purchaser's Right to Vary Quantities (A) Upto maximum extent of +/- 50% subject to following condition i. Upto +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate (B) For variation beyond +50% of the quantity mentioned in the SOR maybe done after proper negotiation with the selected bidder.
Clause 4.A.22.1, Chapter-4A	Earnest Money Deposit (EMD)/ Bid Security Rs. 1,20,500/-
Tender Notice	Last date & time of submission of offer Date: 21.09.2023 and Time: 14:00 hours
Clause 4.A.37.1, Chapter-4A	Date & time of Opening of Tender Date: 21.09.2023 and Time:14:30 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

PERFORMANCE BANK GAURANTEE BOND

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

In consideration of the RailTel Corporation of India Limited., Eastern Region, 19th Floor, Aurora Waterfront Building, GN 34/1, Block GN, Sector-V, Salt Lake, Bidhannagar, Kolkata – 700091 (Herein after called RailTel) having agreed to exempt

.....
 (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated made between.....
 ...and..... for (hereinafter called “the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs only).

We..... (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We ,Bank (indicate detail address of 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.
2. 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.
3. 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.

- 4. 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 Bankor the Contractor(s) / Tenderer(s).

We, the.....Bank further agree that this guarantee shall be invokable at (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of , 2023

for
(indicate the name of the Bank)

Witness

- 1. Signature
 Name
- 2. Signature
 Name

Form No. 2

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. one hundred)

The Principal Executive Director,
Eastern Region,
RailTel Corporation of India Limited,
Kolkata

I/Wehereby guarantee that the design on the basis of which we have submitted our tender no. has been carefully made to conform to the endobjectives 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.

Form No. 3

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

Delated

Form No. 4**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/Digitally signed Copy of Tender Document / Corrigenda- Mandatory	
2.	EMD & Cost of Tender document - Mandatory	
3.	Offer Letter duly signed by authorized signatory(Chapter -1 of Tender Document) - Mandatory	
5.	Copy of Power of Attorney	
6.	Clause wise compliance (Clause 4.A.25.1 of Chapter-4A)	
7.	Documentary proof for qualifying criteria – Not Applicable	
8.	Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.	
1	Form no. 2 (System Performance Guarantee) (Clause 4.A.15.2 Chapter-4A of Tender Document)	
1	Form No. 6 of Chapter-6- RTGS Payment	
1	Form No. 7 of Chapter-6- Not Applicable	
1	Form No. 11 of Chapter-6 - Affidavit	
1	Form No. 12 of Chapter-6 (Nil Deviation Compliance)	
1	Certificate of Local Content as per clause 4.A.41.1 of Chapter-4A (without calculation sheet)	
1	Annexure-I: Certificate by bidders sharing a land boarder with India as per clause 4.A.41.2 of Chapter-4A	
2	Certificate of MSME, if applicable as per clause 4.A.23 of Chapter-4A	
Document to be submitted along with Financial Bid/Price Bid		
1	Price Bid for Schedule of Requirements as per Chapter-2	
2	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A of Chapter-2	
3	Bill of Material (BOM) with prices of each module/cards etc.	

Note:

- i. **All document needs to be submitted.**

DETAILS OF OFFERED EQUIPMENT AGAINST SOR:

SN	SOR Item no.	Item Description	Make	Model	Data Sheet Placed at Page No. of Bid
1					
2					

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

Form No. 5

**Manufacturer Authorization form (MAF)
Not Applicable**

Form No. 6

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

Date:

To

**RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront Building,
GN 34/1, Block – GN, Sector-V,
Salt Lake, Bidhannagar,
Kolkata-700091**

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 makepayment 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.**

Form No. 7
STANDING INDEMNITY BOND
(For on Account Payments and Stores supplied by RailTel)
(On Stamp paper of Requisite Value)

Not Applicable

Form No. 9- Deleted
Form No. 10- Deleted
Form No. 11

Annexure-A

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONG WITH THE TENDER DOCUMENT

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

I.....(Name and designation) ** Appointed as the attorney/ authorized signatory of the tenderer (including its constituents),

M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No..... of (RailTel Corporation of India Limited/Eastern Region), do hereby solemnly affirm state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/we the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have received Tender document from electronic tender portal and there is no addition no deletion or no alternation to be content of the tender documents. In case of any discrepancy noticed at any stage i.e. evaluation of Tenders, execution of work or final payment of the contract, the master copy available with the RailTel administration shall be final and binding upon me/us.
4. I/we declare and clarify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/we declare that information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of tenders, it shall lead to banning of business for five years on entire RailTel. Further, I/we (Insert name of the tenderer) ** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, It will lead to termination of the contract, along with forfeiture of SD and performance guaranty besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:
Dated:

** The details as appropriate are to be filled in suitably by tenderer. At the station before Magistrate/Notary Public.

Form No.12

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

To
Principal Executive Director,
RailTel Corporation of India Limited,
19th Floor, Aurora Waterfront,
GN 34/1, Block- GN, Sector- V,
Salt Lake, Bidhannagar,
Kolkata – 700 091

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 letter head of the bidder duly signed by an authorized signatory)

Form No. 13

PROFORMA FOR SIGNING THE INTEGRITY PACT
(On Stamp Paper of appropriate value)

Deleted

(End of Chapter-6)

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, (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
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company, 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)