



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

ELECTRONIC TENDER DOCUMENT

FOR WORK OF

“Supply, Installation, Testing, Commissioning and Integration of Servers and other networking equipments”

OPEN TENDER (Two Packet System)

खुलीE-निविदान. RailTel/Tender/OT/CO/NTP/2022-23/LIMS/006 dated:23.03.2023

OPEN E-TENDER NO. RailTel/Tender/OT/CO/NTP/2022-23/LIMS/006 dated:23.03.2023

निविदा दस्तावेज की कीमत: रु. 2950/- (टैक्स सहित)
Cost of Tender Document – Rs 2950/- (Including Taxes)

रेलटेल
RAILTEL

खुली निविदा सूचना

E-Tender Notice No. RailTel/Tender/OT/CO/NTP/2022-23/LIMS/006

Dated: 23.03.2023

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि.(रेलटेल) " सर्वर और अन्य नेटवर्किंग उपकरणों की आपूर्ति, स्थापना, परीक्षण, कमीशन और एकीकरण" के लिये भारतीय पंजीकृत फर्मों से दो पैकेट के माध्यम से ई-टेंडर आमंत्रित करता है।

क)	निविदा का डाउनलोडिंग के खुलने की तिथि	23.03.2023
ख)	बोली प्रस्तुत करने की अंतिम तिथि और समय	21.04.2023 को 15.00 बजे तक.
ग)	ई-बिड खुलने की तिथि और समय	21.04.2023 को 15.30 बजे.
घ)	निविदा की लागत (एएमसी को छोड़कर)	लगभग रु. 8.05 करोड़ (टैक्स सहित)
ङ)	बयाना राशि (ईएमडी) #	रु 16.10 Lakhs
च)	निविदा दस्तावेज की फीस#	रु 2950/- (सभी समावेशी)
छ)	प्रश्न प्रस्तुत करने की अंतिम तिथि	31.03.2023 तक
ज)	प्री-बिड मीटिंग	03.04.2023 को 15:30 बजे

* बोलीकर्ता(ओं)/ओईएम(ओं) को 31.03.2023 तक अपने प्रश्न प्रस्तुत करने होंगे। इस तिथि के बाद किसी भी प्रश्न पर विचार नहीं किया जाएगा।

योग्य एमएसई को केवल निविदा दस्तावेजों और ईएमडी की लागत से छूट दी गई है। अन्य कोई छूट नहीं दी जाएगी। अधिक विवरण खंड 4.ए.23 में दिए गए हैं।

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 आचरण या परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

यह निविदा रेलटेल के इंटीग्रेटी पैकट प्रोग्राम के अंतर्गत आती है और बोलीदाताओं को इंटीग्रेटी पैकट पर हस्ताक्षर करने और बोलियों के साथ इसे रेलटेल को जमा करने की आवश्यकता होती है। सत्यनिष्ठा संधि दस्तावेज की हस्ताक्षरित प्रति के बिना प्राप्त निविदा अस्वीकृत होने के लिए उत्तरदायी होगी

RAILTEL

ADDL. GM/NTP

OPEN TENDER NOTICE

E-Tender Notice No. RailTel/Tender/OT/CO/NTP/2022-23/LIMS/006

Dated: 23.03.2023

RailTel Corporation of India Ltd. (RailTel) invites E-Tender in Two Packet System for “**Supply, Installation, Testing, Commissioning and Integration of Servers and other networking equipments**” from Indian registered firms.

a)	Opening date of Tender downloading	23.03.2023
b)	Last date & time of submission of bid	21.04.2023 upto 15:00 hrs.
c)	Opening of e-bid	21.04.2023 at 15:30 hrs.
d)	Estimated cost of work (excluding AMC)	Approx. Rs. 8.05 Cr (including taxes).
e)	Earnest Money (EMD) #	Rs. 16.10 Lakhs
f)	Cost of Tender Document #	Rs. 2950/- (Including Tax)
g)	Last date for submission of queries	Till 31.03.2023
h)	Pre-Bid Meeting	03.04.2023 at 15:30 Hrs

*Bidder(s)/OEM(s) has to submit their queries till 31.03.2023. No queries will be entertained after this date.

#Eligible MSEs are exempted from cost of Tender Documents and EMD only. No other exemption will be given, more details are given in clause 4.A.23.

Chapter-4 (Section-I).

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

This tender is covered under Integrity Pact Program of RailTel and bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bids. Tender received without signed copy of the Integrity Pact document shall be liable to be **REJECTED**.

RAILTEL

ADDL. GM/NTP.

Chapter	Contents	Page No.
Chapter 1	Offer letter	6
Chapter 2	Schedule of Requirement	7-10
	Annexure-A: Price Schedule for supply Items	11
	Annexure-B: Price Schedule for Service Items	11
Chapter 3	Technical Requirements and Specifications	12-19
Chapter 4	4A. Terms and Conditions	20-50
	4B. Instructions to Bidders	51-53
	4C. E-tendering Instructions to Bidders	54-56
Chapter 5	Bid Data Sheet (BDS)	57
Chapter 6	Form No. 1: Proforma for Performance Bank Guarantee	58-59
	Form No. 2: Proforma for System Performance Guarantee	60
	Form No. 3: Proforma for the Long term Maintenance Support	61
	Form No. 4: Checklist of Essential Documentation/ Activity	62-64
	Form No. 5: Manufacturer Authorization Form (MAF)	65
	Form No. 6: RTGS Mandate	66
	Form No. 7: Proforma for Standing Indemnity Bond	67
	Form No. 8: Affidavit	68
	Form No. 9: Consortium Agreement	69-71
	Form No. 10: JV Agreement	72-74
	Form No. 11: Format of Affidavit to be submitted along with bid.	75-76

	Form No. 12- Format for Nil Deviation	77
	Form No. 13- Proforma for “SIGNING THE INTEGRITY PACT”	78-81
Chapter 7	Detailed standard conditions applicable for the Annual Maintenance Contract	82-94
Annexure-I	Land Boarder coditions and certificate	95-96

रेलटेल
RAILTEL

CHAPTER-1
OFFER LETTER

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

Ref: 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 complete the work within **120 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 eNvida 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-A:-

SN	Description	Unit	Qty	Unit Rate		Total cost	
				In Fig (INR)	In Words	In Fig (INR)	In Words
1	Supply, Installation, Testing, Commissioning & Integration of Load Balancer @100Gbps with 100G Tranceiver along with 3 years warranty as per technical specification in Chapter-3 of tender document.	Nos.	5				
2	Supply, Installation, Testing, Commissioning & Integration of Servers @40Gbps, RHEL along with 3 years warranty as per technical specifications in Chapter-3 of tender document.	Nos.	18				
3	Supply, Installation, Testing, Commissioning & Integration of Ethernet Access switches along with 3 years warranty as per technical specification in Chapter-3 of tender document.	Nos.	5				
4	Supply, Installation, Testing, Commissioning & Integration of Aggregation Switch along with 3 years warranty as per technical specification in Chapter-3 of tender document.	Nos.	5				
5	Supply, Installation & Commissioning of 42U Server Racks with perforated doors, KVM, Keyboard, Mouse, Monitor as per technical specification in Chapter-3 of tender document.	Nos.	5				
6	Supply, installation, testing & Commissioning of Patch Cords, Adaptors etc. as per	Lot	5				

	technical specification in Chapter-3 of tender document and quantity given in Note-V of this chapter.						
	Total cost of SOR-A						

SOR-B:-

SN	Description	Unit	Qty	Unit Rate		Total cost	
				In Fig (INR)	In Words	In Fig (INR)	In Words
1	Total Annual Maintenance Charges of item no.s 1, 2, 3 & 4 of SOR-A after warranty period as defined in clause-4.A.3 of chapter-4A of tender document.	Years	5				
	Total cost of SOR-B						
	Total cost of SOR-A & SOR-B						

रेलटेल
RAILTEL

Note																																											
I	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-4-A. It shall be the responsibility of Tenderer to transport the equipment to site.																																										
II	Bidder to give the detailed Bill of Material including break up of cost of common units/cards/module/chassis/License/Patch Cords, Installation, Testing, Commissioning and Integration etc. in the price bid for SOR-A.																																										
III	Tenderer shall attach Unit Rate Analysis of all the items of the Schedule of Requirement (SOR-A) i.e. cost of each sub-assembly, card, module, License, Patch Cords etc. in their Price Bid. The quoted Unit Rates should correspond to the referred Rate Analysis.																																										
IV	Tenderers should submit the configuration of each equipment indicating quantities of various modules/ sub modules/ cards/ sub racks including the vacant slots in the sub racks/ chassis for expansion in Technical bid.																																										
V	Tenderer shall supply following items per lot against item no. 6 of SOR-A: i. Multi-mode patch cables LC-LC, 5 Meters (duplex cable)- 5 nos. of quantity. ii. Multi-Mode Patch cables LC-LC, 20 Meters (duplex cable)- 5 nos. of quantity. iii. Single-Mode Patch cables LC-LC, 20 Meters (duplex cable)- 12 nos. of quantity. iv. MTP/MPO Patch Cables, 20 Meters- 2 nos. of quantity. v. Cat 6, UTP cables, 5 Meters- 5 nos. of quantity. vi. Cat 6, UTP cable, 20 Meters- 2 nos. of quantity. vii. Passive TAPs 10/100 Gigabit optical - 2 Nos. of quantity. Vendor may quote individual TAPs or group TAPs (e.g. 4 in One or more)																																										
VI	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.																																										
VII	The Bill of Material will be prepared for Schedule of Requirement against each item of SOR. This Bill of Material will be called “Bill of Material for Schedule of Requirement” and will comprised of duly filled rates of each item and will be prepared according to Note (I) to (VI) above. The Un-priced copy (with make & model) of the SOR along with the Breakup of individual itemized BOM (as per Format given below) should be submitted with the Technical Bid for evaluation. The above document should not include any prices, if found so, the bid may liable to be rejected. Bidder(s) shall upload the complete SOR along with the price Breakup of individual itemized BOM for EACH ITEM (as per Format given below) along with the Financial bid. The Financial Bid submitted without itemized priced BOM may liable to be rejected The Format of “Bill of Material for Schedule of Requirement” is as below: <table border="1"> <thead> <tr> <th></th><th></th><th></th><th></th><th>SOR A-1</th><th>SOR A-2</th><th>SOR A-3</th><th>SOR A-4</th><th>SOR A-5</th><th>SOR A-6</th><th>SOR B-1</th></tr> <tr> <th>SN</th><th>Item</th><th>Unit</th><th>Qty</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></tr> </thead> <tbody> <tr> <td>1</td><td>(to be provided by bidder)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>														SOR A-1	SOR A-2	SOR A-3	SOR A-4	SOR A-5	SOR A-6	SOR B-1	SN	Item	Unit	Qty								1	(to be provided by bidder)									
				SOR A-1	SOR A-2	SOR A-3	SOR A-4	SOR A-5	SOR A-6	SOR B-1																																	
SN	Item	Unit	Qty																																								
1	(to be provided by bidder)																																										

	2	(to be provided by bidder)									
VIII	Non compliance of following will lead to summarily rejection of Bidders bid:- i. Tender Cost and EMD (Clause 4.A.22 of Chapter-4A). ii. If any Price Bid/Priced BOM submitted along with Technical Bid.										
IX	Evaluation of bids will be done based on Total cost of SOR-A & SOR-B (including taxes). After completion of evaluation process, LOA/Purchase Orders will be issued in favour of the selected bidder.										
X	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.										
XI	The tenderer shall make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel. CDOT is the agency that will confirm the successful working of the product under testing. Tenderer shall provide all the required equipment and accessories for above testing at testing facility. Tenderer shall bear all the cost of above testing. RailTel shall provide only rack space and power supply. Decision of RailTel shall be final in this regard for testing.										
XII	Only Class-I & Class-II local suppliers are eligible to participate in this tender. Purchase preference will be given to Class-I local supplier meeting the criteria of minimum 50% Local Content (LC) or as notified in the Notification no. 18-10/2017-IP dated 29.08.2018 issued by Department of Telecommunication (DOT) and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.										

RAILTEL

Annexure-A

Price Schedule for Supply Items

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, IGST,SGST & GST		Price Per Unit (all inclusive) for delivery at destination (4+6+8+9+11)
1	2	3	4	5	Amt (in Rs.)	%	Amt (in Rs.)	%	Amt (in Rs.)	Amt (in Rs.)	%	Amt (in Rs.)

Annexure-B

Price Schedule for Service Items

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, IGST, SGST & GST		Unit price (all inclusive) (4+5+7)
					%	Amt (in Rs.)	
1	2	3	4	5	6	7	8

(End of Chapter- 2)

CHAPTER-3

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

A. TECHNICAL REQUIREMENTS

1.1 INTRODUCTION

Railtel Corporation of India Ltd. is having a Class- A ISP license. Being Class-A ISP, RailTel is providing internet leased lines to various customers within India which includes major corporate customer, government sector, defence etc.

For this Railtel has setup five internet gateway peering point within India to deliver the internet services to its customers. As per DOT guidelines, ISP should have Lawful interception monitoring system to monitor the contents browsed by internet customer from ISP network. To implement the Lawful interception monitoring system, C-DOT will be providing software solution.

1.2 OVERVIEW OF THE SCOPE OF WORK

The scope of work would be Supply along with Installation, Testing, Commissioning & Integration of all the networking equipments i.e. Linux servers, TAPS, switches etc for Lawful interception monitoring system at five locations viz New Delhi, Mumbai, Secunderabad, Chennai and Ernakulam.

1.3 SUPPLY AND STORAGE OF EQUIPMENT

The tenderer will be responsible for Supply of Equipment/cards/interfaces/cords etc. and all related items for installation, Testing, commissioning & Integration of the network including the following:

- a) Linux Server and other networking equipment with required interfaces as specified in this tender document.
- b) Integration with existing MPLS Transmission Network.
- c) Spares required for Commissioning, maintenance supervision & warranty period shall be maintained by the Contractor at his own cost.
- d) All necessary cables and connectors required.
- e) The tenderer shall be responsible for transportation and storage of equipment and all other items required for Installation, Testing , Commissioning & Integration of the network to RailTel's stores/sites as advised.

1.4 SITE PREPARATION

1.4.1 RailTel's Responsibility

- i) Air-conditioned space for housing equipments.
- ii) 220 volt single phase un-regulated power supply and +- 48 V DC

1.4.2 TENDERER's Responsibility

The tenderer will be responsible for installation, testing, commissioning of complete work for this tender and integration with the existing network, wherever required.

1.4.3 Site wise details for SOR-A (Chapter-2):

SOR item no.	Unit	Chennai	Delhi	Mumbai	Howrah	Ernakulum
1	Nos.	1	1	1	1	1
2	Nos.	5	5	3	3	2
3	Nos.	1	1	1	1	1
4	Nos.	1	1	1	1	1
5	Nos.	1	1	1	1	1
6	Nos.	1	1	1	1	1

B TECHNICAL SPECIFICATIONS:

1.1 Specification of Load Balancer (Item no. 1 of SOR-A):

SN	Specification	Details
1.	No. of Ports	24 x 40/100 Gbps QSFP28 Ethernet ports with support of 40G QSFP & 100G QSFP and QSFP port should also be capable to support breakout to provide minimum 24x10G
2.	Functions Supported	Aggregation, Regeneration, Packet filtering, and Load balancing of monitoring traffic Device should be able to receive traffic either from 10G/ 40G/100G SPAN ports or external Taps/splitters and load balance to 10G/ 40G /100G output group Should be compatible with the routers/switches/Splitters/TAPs and server NIC cards from all major OEMs
3.	Port Mapping Features	Traffic aggregation (Any number of input ports) Regeneration of traffic to any number of output ports Should be able to configure any port as input, output or both All ports should be enabled
4.	Traffic filtering	IP source or destination address MAC source or destination address Source or destination port/protocol VLAN
5.	IP Packet Load Balancing	a. Traffic received on input ports should be aggregated and load balanced to the multiple groups of Minimum 16 destination ports in each group on the following basis- Session/Flow based (Source IP, Destination IP, Src port, Dest port) Port addresses/Protocol

		MAC addresses
		VLAN
		b. Automatic inclusion of returned packets of same flow/session in the load balancing criteria.
		c. Automatic failover of load balancing to other ports in the group in case a monitoring device connected to a port is failed (based on health monitoring)
		d. Load balancing of all types of IP packets (IPv4 & 6) with different headers or encapsulations like MPLS, VLAN and etc. Load balancing of GTP headers should also support in case required in future by upgrading of Software/License/Hardware
		e. De-encapsulation or Striping of Labels/Headers for the protocols like MPLS, VLAN for entire input or output traffic and this feature should be part of the same box. De-encapsulation or Striping of Labels/Headers of GTP headers should also support in case required in future by upgrading of Software/License/Hardware
6.	Switching Performance	Min 2.4 Tbps for 24x100 Gbps ports without dropping any packet.
		Scalability through stacking or virtualization of such multiple devices will be preferred.
7.	Management	CLI using local console or remote SSH Connection
		WEB based
8.	Supported and Equipped SFPs	12 x 100 Gb QSFP28-LR4 Ports and 12 x 100 Gb QSFP28-SR4 with 5m MPO Cable
		3x 40G(4x10G)-LR4 (10KM support) with SM MPO-4xLC breakout cable (5m), 3x 40G(4x10G)-SR4 (100Mtr support) with MM MPO-4xLC breakout cable (5m)
9.	Power	230V AC 50hz , Dual redundant hot swappable power supplies.
10.	Warranty	3 Year

1.2 Specifications of Servers (Item no. 2 of SOR-A):

SN	Specifications	Details
1.	Processor	Intel® Xeon®-Platinum Processors – 4 Nos Intel Xeon-Platinum 8260 (2.4GHz/24-core/48 Thread, 36 MB cache, Turbo HT, 165W) or higher in terms of all parameter
2.	Memory	512 GB, DDR4-2933 (32x16 GB) , expandable to 1TB
3.	Internal Storage	Min 8x800 GB (or higher) SFF 12 Gb/s, 15K SAS Disks
4.	Hard disk Controller	SAS RAID Controller (RAID 5/6) up to 12 Gbps with 2 GB Cache
5.	Optical Drive	DVD ROM
6.	Graphics	Integrated SVGA graphics interface
7.	Network Interface	High performance, PCI Express Gen 3.0 compliant, server Ethernet NIC with VLAN Tagging, IPV4 & IPV6 and teaming for failover and load balancing (a) 2xGigabit Ethernet NIC (10/100/1000 Mbps)

		(b)1x100Gigabit (Mellanox Connect-X5 100 GbE with Mellanox SFP QSFP28)
8.	PCI slots	8x PCIe Gen 3.0 (x16) I/O expansion slots (at least 4 Nos. PCIe x8 or above and at least 4 Nos. of PCIe x16 full length, Full Height)
9.	I/O Ports	Minimum 4xUSB2.0, Keyboard, Optical Mouse
10.	Power Supply	Hot Plug AC 230V/50Hz, Redundant Power supply
11.	Chassis	Rack Mountable with accessories
12.	Management	Integrated Dedicated Remote Management controller (enabled) Remote management solution should support SSL encryption of HTTP traffic with required license. Server should provide Local & Remote management via Virtual console, providing virtual KVM
13.	Supported OS	Red Hat® Linux® Enterprise v7 (Latest Version) (64 bit) Advanced Platform,
14.	OS to be Supplied	Red Hat Enterprise V7 (Latest version) (64 bits) Linux Server Standard (up to 1 guest) 4 Sockets
15.	Warranty	3 Years
16.	Warranty/AMC HDD	In case, HDD of the system if gone faulty, replacement is to be done and faulty HDD will not be returned back.

1.3 Specifications of Ethernet Access Switch (Item no. 3 of SOR-A):-

SN	Specifications
A	Functional Requirement
1.	1U Rack Mountable switch
2.	230V–50 Hz power supply
3.	24x10/100/1000 Mbps RJ45 Ethernet ports 2x 1000Base-SX up link ports
4.	Minimum Switching capacity 26 Gbps and Minimum forwarding rate 38 Mpps.
5.	VLANs: Multiple VLAN with Inter VLAN Routing.
6.	VLAN support for • 802.1Q tag-based VLANs and trunking • Protocol-based VLAN • Management VLAN
7.	IEEE802.3ad Link Aggregation Control Protocol (LACP)
8.	Automatic media dependent interface crossover (MDIX)
9.	QoS intelligence to prioritize delay-sensitive and high-bandwidth network traffic
10.	Spanning Tree Protocol • IEEE 802.1D Spanning Tree • IEEE 802.1w /s Rapid Spanning Tree, Multiple Spanning Tree
11.	802.1p class of service (CoS) and differentiated services code point (DSCP)
12.	Support for IPv6 switching in hardware
B	Security Features
13.	IEEE802.1x dynamic port based and Access control (ACL) based security
14.	Secure Shell (SSHv2) Protocol and Simple Network Management Protocol version 3 (SNMPv3), Web based (HTTP/HTTPS) management interface
15.	Port mirroring to Traffic on a port to another port for analysis with a network analyzer or RMON probe
16.	TACACS+ and RADIUS authentication
17.	Support for Jumbo frames (9216 bytes)
18.	3 Year Warranty

1.4 Specification of Aggregation Switch (Item no. 4 of SOR-A):-

SN	New Specifications	Scale
1	Hardware and Architecture	
i.	Switch should have at least 32x100 Gbps QSFP28 interfaces on Day 1(including 32 no. QSFP 28 LR4 optics).OEM shall ensure that use of third party optics shall not be explicitly blocked on the Switch. Switch must support all MSA complied Optics available in market.)	
ii.	The OEM proposed equipment should be 100/200/400G QSFP-DD interface ready and shall have ability to support at least 2 x 100/200 interface in future if required by upgrading OS/License/Hardware Module.	
iii.	All QSFP ports should be capable of breakout to support connectivity on MM and SM.	
iv.	Hardware should support at least 2.4 Tbps (Full Duplex) throughput rate.	
v.	Device should support basic L2 Vlan as Day1	
vi.	Should have redundant Power Supply DC -48 to -60 VDC without any external adaptors.	
vii.	Switch to be mounted on a 19-inch rack. All accessories required for this mounting and commissioning should be supplied.	
viii.	Switch should comply to Operating Temperature range 0°C to 40 °C	
2	The router/Switch should support the following functionality with software/License upgrade to work as Peering Router: -	
i.	IPv4 RIB/FIB	10M / 1M
ii.	IPv6 RIB/FIB	2M /500K
iii.	MPLS Labels	32K
iv.	L2/L3 VPN	>1K
v.	Packet Forwarding Rate	1Bpps
vi.	Firewall Filters	>4K
3	The router/switch should support the following Layer-2 and Layer-3 features with software/license upgrade	
i.	Device should support Minimum 256K mac address	
ii.	Device should support 802.1q, 4K VLAN IDs, 9000 Bytes Jumbo frame	
iii.	Device should support STP, MST, RSTP, BPDU Guard	
iv.	Device should support port ACL with l2, L3 and L4 parameters	
v.	Device should support LLDP and LACP to bundle links.	
vi.	Device should support Q-in-Q	
vii.	Device should support L2TP	

viii.	Device should support OSPFv2, OSPFv3, BGP, MP-BGP, IS-IS, MPLS, RSVP, LDP	
ix.	Device should support graceful restart for OSPF, OSPFv3, ISIS and BGP.	
x.	Device should support minimum 256K IPv4 LPM routes	
xi.	Device Should support BFD	
xii.	Device Should support VRRP V4 and V6, Unicast Reverse path forwarding (urpf) and Inter-VRF route leaking	
xiii.	Specifications for ISP Monitoring solution for RAILTEL ISP Gateways	
xiv.	Device should support EVPN+MPLS	
xv.	Device should support IPv4 and IPv6 clients simultaneously	
xvi.	Device should support IGMP v3, PIM-SM, PIM-SSM, URPF	
xvii.	Device should support L2VPN, L3VPN, VPLS, RSVP	
4	The router/switch should support the following high availability, security and QoS with software/license upgrade	
i.	Device should support VRRP or equivalent technology	
ii.	Device should 1+1 redundant hot-swappable power supplies	
iii.	Device should support 1+1/n+1 redundant & hot-swappable fans	
iv.	Device should support Role based access control, AAA with TACACS+ and Radius.	
v.	Should support Control Plane protection (CoPP) to safeguard system	
vi.	Should support port ACL with L2, L3 and L4 parameters	
vii.	Should support queue shaping & min 8 Queues	
viii.	Should support Scheduling & shaping for Physical interfaces or equivalent	
ix.	Should support QoS on Host outbund traffic	
x.	Should support ACL based classification for QoS	
xi.	Should support rate limiting function like policing	
xii.	Should support IP & MPLS traceroute	
xiii.	Device should support CFM & LFM	
5	Management & Automation	
i.	Device Should support secure Zero touch provisioning / power-on auto provisioning	
ii.	Should Support telnet, industry standard hierarchical CLI, SSHv2, netconf, snmp	
iii.	Device should support Netconf / restconf, python and script support	
iv.	should have programmability and automation support with ansible/puppet/chef/PyEz/Op	
v.	should be 19" rack mountable with 4-post rail mount kit provided for easy installation	

vi.	The router should support third Party standard (MSA compliant) optical modules like SFP+, QSFP+, QSFP28, QSFP-DD and etc.	
vii.	Hardware replacement warranty and TAC support should be from the OEM. OEM email-id and India Contact support no. to be provided.	

1.5 Specification of common Items required per site (Item no. 5 of SOR-A): -

1. Keyboard, Mouse, 15" TFT Monitor per rack to be connected through KVM.
2. KVM switch per rack to support up to 8 Servers.
3. 42 U OEM 9KW Server rack to mount servers, KVM Switch, Ethernet Switch, Single Monitor, Keyboard and Mouse with dual PDU and MCB protection. Evenly distributed holes from top to bottom of front and rear doors to permit adequate airflow (equivalent to the required 64 percent open area for ventilation). Each PDU shall support 12xC13 (10A) receptacles and NEMA connectors.

1.6 Miscellaneous Items per site (Item no. 6 of SOR-A):-

All the patch cords should be factory made, certified and from reputed brands.

1. Multi-mode patch cables LC-LC, 5 Meters of duplex cable.
2. Multi-Mode Patch cables LC-LC, 20 Meters of duplex cable.
3. Single-Mode Patch cables LC-LC, 20 Meters of duplex cable.
4. MTP/MPO Patch Cables, 20 Meters of cable.
5. Cat 6, UTP cables, 5 Meters of cable.
6. Cat 6, UTP cable, 20 Meters of cable.
7. Passive TAPs 10/100 Gigabit optical as per technical specification defined below-

7.1 Fiber Tap shall allow the uninterrupted pass through of full duplex data over a fiber optic link while providing a duplicate signal to the monitoring ports for each unidirectional network connection.

SN	Specifications	Details
1.	Type	Inline Passive Optical TAPs
2.	Split Ratio	70:30
3.	Data Rates	Up to 10/100 Gbps, Complete data capture at line speed
4.	Bandwidth	1310/1550 nm (both), single Mode
5.	Connector Type	LC
6.	Rack Mountable	Yes
7.	Warranty	3 Year

Note: The bidder is required to provide a single dashboard that can monitor the health of the proposed active components, such as switches, servers, and load balancers, via the network using IP connectivity. RailTel will provide the necessary resources, including VM and IP connectivity.

(End of Chapter-3)



रेलटेल
RAILTEL

CHAPTER 4A

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 after the completion of work in all sites and issue of Provisional Acceptance Certificate (PAC) by CNOC as per clause 4.A.44 of Chapte-4A. 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 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, 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 for item no. 1, 2, 3 & 4 of SOR-A. The long term maintenance support shall be comprehensive and include all hardware and software equipments 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 @ 5% (minimum) of supply cost of item no. 1, 2, 3 & 4 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 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.

In case a bidder quotes AMC rates lower than 5% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 5%) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 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 and separate Agreement shall be signed with the Bidder/OEM.. In case bidder failed to comply this term, 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 Director 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:

1. 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.

2. In the event that the bidder is unable to execute the long-term maintenance of the product, RailTel reserves the right to award the project to another authorized partner of the OEM. The cost of unfinished work will be recovered from the bidder.

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 120 days from the issue of LOA/Purchase Order. The bidder is required to submit the PERT chart showing the various activities which are required for supply, installation, testing, commissioning and integration of the equipment. The materials shall be delivered to the site as given in clause 1.4.3 of chapter-3. Consignee address and details will be provided to the successful bidder.

4.A.4.1 RailTel's office details

SN	Region	Office	Address
1.	Corporate Office	New Delhi	Addl. General Manager/NTP Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 Email: pawaria@railtelindia.com
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 3 rd Floor, Chatterjee, International Centre, 33-A Jawaharlal Nehru Road, Kolkata-700071.
4.	Southern Region	Secunderabad	Regional General Manager/ Executive Director 3 rd Floor, Chatterjee, International Centre, 33-A Jawaharlal Nehru Road, Kolkata-700071
5.	Western Region	Mumbai	Regional General Manager/ Executive Director Western Railway Microwave Complex, SenapatiBapat Marg, Mahalaxmi, Mumbai-400013.

4.A.5. Payment Terms

- 4.A.5.1 75% payment of the PO value would be made on receipt of material by the consignee (at site/the stores, to be decided by CNOC) 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) Valid Tax Invoice
 - (ii) Delivery Challan/ E-way bill
 - (iii) Packing list.
 - (iv) Factory Test Report.
 - (v) Purchaser's Inspection certificate
 - (vi) Consignee receipt
 - (vii) Warranty certificate of OEM
 - (viii) Insurance certificate

- (ix) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

- 4.A.5.2 15% payment of the PO value shall be made by RailTel on Installation, Testing, Commissioning & Integration at site and Site Acceptance Report issued by CNOC & Regional NOC. Further 5% payment of the PO value shall be made by RailTel on issue of Provisional Acceptance Certificate (PAC)/Part PAC by CNOC, subject to verification of warranty compliance as per clause 4.A.2.1 Chapter-4 of BDS(Chapter-5). Last 5% payment of the PO value shall be made by RailTel on issue of Final Acceptance Certificate (FAC) by CNOC.
- 4.A.5.3 15% + 5% payment of value of supply items of the PO/LOA which could not be installed for want of site readiness or as per the decision of CNOC, will be made on issue of PAC and remaining 5% on issue of FAC.
- 4.A.5.4 Accounting unit/bill passing unit for the supplies under SOR is Respective Regional Office. Bills to be submitted to the NOC Incharges of Regions for passing for payment. The bidder will submit certifying receipt of material & services issued from consignee/regions, for passing for payment.
- 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.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 @ 3% 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 until the end of AMC period plus four months(i.e.,100 months in total) 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 and AMC 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 plus AMC period.
- 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 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.6.6 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 PAC by RailTel. Insurance policy has to be kept valid by the contractor till issue of PAC 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 in force 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

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria may liable to be rejected. Bids from the consortia of tenderers and Joint Ventures meeting the below defined Qualification criteria would also be considered for award of work. 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:

SN	Eligibility Criteria Requirements	Supporting Document Required
1)	Legal Entity: The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India for the last three years.	• Certificate of Incorporation / Registration or • Memorandum of Association (MoA)
2)	Financial Capability: The bidder should have received a minimum cumulative contract of Rs. 12.08 Crs from the operations in the last three financial years plus current year upto the date of opening of tender. For Startups* (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) a minimum cumulative contract of Rs. 4.03 Crs is required.	• Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet. • For startups, Certificate of Startup issued by Department of Industries Policy and promotions, Ministry of Commerce and Industries.
3)	Technical Capability: The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works# each costing not less than Rs. 2.42 Crs, or Two similar works# each costing not less than Rs. 3.22 Crs, or One similar work# each costing not less than Rs. 4.83 Crs.	• Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted. In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted. In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.

For Startups (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry), the bidder should have completed in last three financial years plus current year upto the date of opening of tender: Single order of similar work# costing not less than Rs. 2.82 Crs. OR Two orders of similar work# costing not less than Rs. 1.61 Crs. OR Three orders of similar work# costing not less than Rs. 1.21 Crs. Note: Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or sub-contractor, only the bidder's share, by value, shall be considered to meet this requirement. # Similar Work: Projects of Telecom Transmission Network / IT / Data Network / Video Conferencing / Broadband Network / Radio Network in Government / PSUs / Telecom Service Providers network / ISP Network / Public listed company. Note: Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock	(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)
---	---

SN	Eligibility Criteria Requirements	Supporting Document Required
	Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.	
4)	The bidder (in case of consortium/JV, all members) including Sub contractors should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	• Self-Declaration by the Bidder on Company's letter head
5)	The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/ NLD, Services License of Government of India for Telecom Operation.	• Undertaking to be submitted by the Bidder
6)	Bidder should have authorization specific to this tender from respective OEM as per Form no. 5 of Chapter-6.	• MAF as per Form no. 5 of Chapter-6.
7)	The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Form No. 11 of Chapter-6. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned. The RailTel (RCIL) reserves the right to verify all statements, information and documents submitted	• Notarized Affidavit as per Form no. 11 of Chapter-6.

SN	Eligibility Criteria Requirements	Supporting Document Required
	by the bidder in his tender offer, and the bidder shall, when so required by the RailTel (RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel(RCIL) shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder. In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel (RCIL) for 5 (five) years.	

Note:

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

Explanation for clause - Eligibility Criteria:

1. In case a contract is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
2. If a contract is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such contract shall be considered for fulfillment of credentials.
3. If a part or a component of contract is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
4. In case a contract is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be

considered and no separate evaluation for each component of that work shall be made to decide eligibility.

5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of contract. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
6. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
7. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
8. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A & B partners, A or B partner cannot use credentials of partnership firm of A & B partners in any other partnership firm or proprietary firm without leaving partnership firm of A & B partners.
9. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
10. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

11. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
12. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
13. In case company A is merged with company B, then company B would get the credentials of company A also.

12.3 Deleted.

Note: Bidder shall submit proper contact detail of all the users (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for all the certificates asked in the Qualification Criteria. The bidder is required to submit complete chain of credentials, e.g. purchase order (prices blanked out), showing relevant value of the PO and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

4.A.13. CONSORTIUM BIDS

- 4.A.13.1 In view of nature of work, it is anticipated that some of the intending tenderers will pool their resources and experience to form consortia. Consortium bids are permitted with each consortia of tenderers allowed to have at maximum three members, the consortia of tenderers must clearly define the lead bidder of the consortia along with its roles and responsibilities.
- 4.A.13.2 The Lead bidder should meet the eligibility criteria. In their own interest the tenderers who form such a consortia are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of Constituting partners.
- 4.A.13.3 Consortia of tenderers, if any, must clearly define role/scope of work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the contractor and will be responsible for timely completion of work as also during execution of work, if awarded, coordinate with Purchaser on behalf of the consortium, receive payments for the works executed and be liable for due performance of the contract in all respect.
- 4.A.13.4 Qualification documents, details etc. must however, be provided for each member firm complete in all respects strictly in requisite proforma.
- 4.A.13.5 A consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by consortium to take advantage of certain developments during evaluation stage will render the bid liable to be rejected. As all details are required to be furnished along with the bids and will be critically examined during evaluation of bids, it is imperative that such details should have been thoroughly examined as a safeguard against a possible disqualification of bids on these grounds.

4.A.13.6 All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.

4.A.13.7 Deleted.

4.A.13.7.1 Deleted.

4.A.13.7.2 Deleted.

4.A.13.8 Consortium shall not have more than three members and each consortium member shall have minimum 20% contribution in the work. A Consortium must submit a Power of Attorney by the other member of the Consortium in favor of the Lead Member. This is also to be enshrined in Memorandum of Agreement signed by the Consortium Members and submitted along with the bid. **Members of consortium should sign every sheet of price bid as a token of acceptance of all quoted prices by members, failing which the offer will stand summarily rejected.**

4.A.13.9 An individual bidder or a member of Consortium cannot be a member of another Consortium or a JV partner and participate in this tender.

4.A.13.10 Firms should submit the affidavit (As per Form no. 8 of Chapter-6) & Consortium Agreement (As per Form no. 9 of Chapter-6) along with the bid/offer.

4.A.13.11 Each consortium member shall make equal contribution towards the total PBG amount to be submitted along with acceptance of LOA.

4.A.14. Participation Of Joint Venture (JV) Firms In Works Tender :

4.A.14.1 Separate identity/name shall be given to the Joint Venture.

4.A.14.2 Number of members in a JV shall not be more than three, if the work involves only one aspect. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

4.A.14.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

4.A.14.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

4.A.14.5 Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.

4.A.14.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete

details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU (Form No. 10).

- 4.A.14.7 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 4.A.14.8 Approval for change of constitution of JV shall be at the sole discretion of the RailTel. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 4.A.14.9 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 4.A.14.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 4.A.14.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the RailTel before signing the contract agreement for the contract. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated RailTel shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- a) Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the RailTel for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b) Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

- c) Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

4.A.14.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

4.A.14.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the RailTel in respect of the said tender/contract.

4.A.14.14 Documents to be enclosed by the JV along with the tender:

- a) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - i) A notarized copy of the Partnership Deed,
 - ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- b) In case one or more members is/are HUF, the following documents shall be enclosed:
 - i) A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in the position of „Karta“ of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- c) In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - iii) A copy of Certificate of Incorporation
 - iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.
- d) All the Members of JV shall certify that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from

participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

- e) All other documents in terms of explanatory notes in clause 4.A.14.14 above.
- f) Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

4.A.14.15 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Contracts without composite components

The technical eligibility for the contract as per para 12.2 above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For Contracts with composite components

- (i) The technical eligibility for each component of contract as per para 4.A.12.2 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of contract i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single contract for a minimum of 10% of cost of any component of contract.

OR

- (ii) The technical eligibility for major component of contract as per para 4.A.12.2 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of contract, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of contract. i.e., each JV member must have satisfactorily completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of contract.

Note for Clause 4.A.14.15:

- (a) The Major component of the contract for this purpose shall be the component of contract having highest value. In cases where value of two or more component of contract is same, any one work can be classified as Major component of contract.
- (b) Value of a completed contract done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for

the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration).

4.A.14.16 Financial Eligibility Criteria

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 4.A.12.2 above. The “financial capacity” of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 4.A.12.2 above.

The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

(Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration).

4.A.14.17 Participation of Partnership Firms in contracts:

- i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- iii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- iv) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from RailTel and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the RailTel and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform RailTel beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is

awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 7.6.11 of Chapter-7.

- iv) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- v) The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- vi) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.
- vii) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- viii) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- ix) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the RailTel for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.

Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of RailTel, shall constitute a breach of the contract, liable for determination of the contract under clause 7.6.11, chapter-7 of the tender document.

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

No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the RailTel.

- x) The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

A notarized copy of partnership deed: A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

- (i) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under clause 7.6.11, chapter-7.

- (ii) All other documents in terms of explanatory notes in Clause 4.A.12 above.

- xi) **Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 4.A.12 above.

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 SOR-A & SOR-B.

- 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 Price bid will be opened only for the technically qualified bidders. 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

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:

4.A.18.2.1 RailTel, if required, may enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of Equipment & Cards as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of PAC and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract. During the validity of Rate Contract, RailTel will place Sub Purchase Orders

for Equipment & Cards detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for these SOR items, however, there is no guaranteed off take against this Rate Contract. A standing Performance Bank Guarantee of Rs. 10 lakh for due fulfillment of the rate contract with validity of four months beyond contract period will be submitted by the tenderer within 30 days of issue of LOA for Rate Contract. The supplier shall have to supply the equipment & cards against these Sub Purchase Orders within 120 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @ 3% of the value (rounded off to nearest Thousand of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub PO is for the satisfactory performance of materials and should be valid for a period of 4 months beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately.

4.A.18.2.2 Deleted.

4.A.18.2.3 The payment conditions against Rate Contract will be as under:

4.A.18.2.3.1 75% of the payment at the time of delivery as per clause 4.A.5 of this Chapter-4A.

4.A.18.2.3.2 Additional 15% of the payment after expiry of six months from the date of delivery, if installation, testing, commissioning & integration are not included in PO/LOA. In case if installation, testing, commissioning & integration is included, the terms will remain same as in clause 4.A.5 of this Chapter-4A.

4.A.18.2.3.3 Additional 5% of the payment after expiry of one year from the date of delivery, if installation, testing, commissioning & integration are not included in PO/LOA. In case if installation, testing, commissioning & integration is included, the terms will remain same as in clause 4.A.5 of this Chapter-4A.

4.A.18.2.3.4 5% of the payment after expiry of three years from the date of delivery, if installation, testing, commissioning & integration is not included in PO/LOA. In case if installation, testing, commissioning & integration is included, the terms will remain the same as in clause 4.A.5 of this Chapter-4A.

4.A.18.2.3.5 In case the installation is not included, warranty of the supplied item will be 3 years from the date of delivery of the material. In the case installation is included, warranty of material will be as per Clause 4.A.2.

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) 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 through e-Nivida Portal 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 Eligible MSEs are exempted from cost of tender document. However, MSEs are required to meet the eligibility criteria as specified in tender. Further, the subject work

being a works contract having scope of integrating various IT products and applications, the purchase preference criteria for MSME will also be not applicable in the tender.

- 4.A.23.2 MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 4.A.23.3 The MSEs should submit valid Udhya certificate (UAM No.) along with the Bid. Failing 4.A.23.1 and 4.A.23.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- 4.A.23.4 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.23.5 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.23.6 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.23.7 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 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. 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, installation, testing, commissioning and integration within the period as specified 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 using e-Procurement Portal <https://railtel.enivida.com>.

- a. The offer shall be submitted in two packeton eNivind 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: The provisions of the revised “Public Procurement (Preference to Make in India) Order 2017” dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.

ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.

iii. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of “Local Content” and “Imported Content” for each SOR item as per DPIIT’s PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications.

iv. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.

v. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. “<https://dpiit.gov.in/public-procurements>” may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers.

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 shramikkalyan 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 Shramikkalyan 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 Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____ Year."

4.A.43. Deleted.

4.A.44. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

On Installation, testing, commissioning & integration of the equipments, Provisional Acceptance Certificate (PAC) will be issued by CNOC. Part PACs may also be issued sitewise, if required as per the site condition. If Part PACs are issued, PAC shall be issued after the completion of whole work at all the sites. Part PAC/PAC will not be held back for want of minor deficiencies not affecting the functioning of the overall system. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

4.A.45.FINAL ACCEPTANCE

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of PAC in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate of respective region shall be signed by nominated representative of CNOC. Notwithstanding the issue of Final Acceptance Certificate the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

4.A.46 Compliance for procurement of Telecommunication equipment from trusted source

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. Tenderer shall obtain certificate from concerned department of Government of India.

4.A.47 Integrity Pact Program:

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs.15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the bids.

- a) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. General Manager/NTP, RailTel.

Name of IEMs and contact details:

- | | | | |
|----|----------------------------|---|----------------------------|
| 1. | Shri. Vinit Kumar Jayaswal | : | E-Mail: gkvinit@gmail.com |
| 2. | Shri. Punati Sridhar | : | E-mail: poonatis@gmail.com |

Name & contact details of Nodal Officer (IP) in RailTel:

Addl. General Manager/ NTP
RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: himanshu@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Form-13 of Chapter-6.
- e) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.
- f) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt. 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.

(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 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.36.5, Chapter-4A of Tender Document.
- 6) **Indemnity Bond** (Form No. 7 of Chapter-6).
- 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) 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).
- 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) **Acceptance for Long Term Maintenance Support** as per Clause 4.A.3.5, Chapter-4A of Tender Document (form no. 3, chapter-6).
- 12) Declaration regarding acceptance of clarification issued from DoT (Clause 4.A.17.2, Chapter 4A of Tender Document).
- 13) Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) and detailed unpriced 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 (Clause 4.A.12 of Chapter 4A of Tender Document)
- 16) Form no. 4, 6, 10,11 of Chapter-6.
- 17) Form No. 8 & 9 of Chapter-6, if 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.

b) “Price Bid” Shall contain

The price bid for “Schedule of requirements” as per Note of Chapter 2 along with “Bill of Material” (BOM) for each item quoted exactly according to the proforma, as also submitted along with “Technical Bid”. Calculation of Local Content as per clause 4.A.41.1, Chapter-4A.

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 & eNovida 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:

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

- a. Power of Attorney.
- b. Original copies of Form No. 2 (System Performance Guarantee), Form No, 3 (Performa for Long Term Maintenance Support), Form No. 5 (Manufacturer Authorization Form), Form No. 7 (Standing Indemnity Bond), Form no. 8 (Affidavit), Form no. 9 (Consortium agreement), Form No. 10 (Joint venture agreement) and Form no. 11 (Affidavit).

4.B.8 Clarification Requests:

The written queries/ clarification request may be sent to RailTel's office through e-mail to rahul.verma@railtelindia.com with copy to himanshu@railtelindia.com (in pdf & word or excel format) or hard copy by post latest by the date as indicated in the Bid Data sheet (BDS). All relevant clarifications sought will be addressed during the pre-bid meeting scheduled as per BDS. 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-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, bidders can 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 fees, 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 file name. 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.

Note: Bidder has to submit all required document online only. Original copy is needed to be submitted by the successful bidder before issuance of LOA/PO.

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 issue of PAC.
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 120 days from date of issue of LOA/Purchase Order.
Clause 4.A.6, Chapter-4A	Performance Bank Guarantee (Security Deposit) Performance Bank Guarantee of 3% 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 + AMC periods(i.e., 100 months)
Clause 4.A.12, Chapter-4A	Qualifying Criteria
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 may be done after proper negotiation with the selected bidder.
Clause 4.A.22.1, Chapter-4A	Earnest Money Deposit (EMD)/ Bid Security Rs. 16.10 Lakhs
Clause 4.B.8, Chapter-4B	Clarification request: Last date of Submission of Clarification Date: 31.03.2023 Pre-Bid Meeting will be held on 03.04.2023 at 15:30 hrs through Video Conference (VC) for which link is given below: https://railtel.webex.com/railtel/j.php?MTID=m473153e88eab343150d303b6ba03ee0b
Tender Notice	Last date & time of submission of offer (Online) Date: 21.04.2023 and Time: 15:00 hours
Clause 4.A.37.1, Chapter-4A	Date & time of Opening of Tender (Online) Date: 21.04.2023 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

PERFORMANCE BANK GAURANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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

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

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

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

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

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

Dated the day of ,2022

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)

The ADDL. GM/NTP,
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 by the Bidder and O.E.M. on their respective Letter Head)**

To

**ADDL. GM/NTP
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-4A 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 fulfil 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 & Cost of Tender document	
3.	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)	
4.	Bidder should have authorization specific to this tender from respective OEM as per Form no. 5 of Chapter-6. (Point-6, Clause 4.A.12.2, Chapter- 4A of Tender Document)	
5.	Power of Attorney to Signing the Bid & Board resolution (Clause 4.A.36, Chapter- 4A of Tender Document)	
6.	Clause wise compliance (Clause 4.A.25.1 and 4.A.25.2 of Chapter-4A)	
7.	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)	
8.	Documentary proof for qualifying criteria (Clause 4.A.12, Chapter 4A of Tender Document)	
9.	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.	
10	Form no. 2 (System Performance Guarantee) (Clause 4.A.15.2 Chapter-4A of Tender Document)	
11	Form no. 3 (Undertaking for Long Term Maintenance Support from OEM) (Clause 4.A.3, Chapter-4A of Tender Document)	
12	Form No. 6 of Chapter-6- RTGS Payment	
13	Form No. 7 of Chapter-6- Indemnity Bond.	
14	Form No. 8, 9 & 10 of Chapter-6, if applicable	
15	Form No. 11 of Chapter-6 - Affidavit as per clause 4.A.12 of Chapter- 4A	
16	Form No. 12 of Chapter-6 (Nil Deviation Component Compliance)	
17	Schedule of Requirements (SOR) with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) and detailed unpriced Bill of Material including break up of common units/cards/backplane/SFP/Fan Tray unit etc. for building up the SOR items for supply.	

SN	Item/Clause of Tender Document	Details/Remarks
18	Certificate of Local Content as per clause 4.A.41.1 of Chapter-4A (without calculation sheet)	
19	Annexure-I: Certificate by bidders sharing a land boarder with India as per clause 4.A.41.2 of Chapter-4A	
20	Certificate of MSME, if applicable as per clause 4.A.23 of Chapter-4A	
21	Undertaking of OEM as per Form-5 of Chapter-6	
22	Un-priced copy (with make & model) of the SOR along with the Breakup of individual itemized BOM should be submitted with the Technical Bid for evaluation.	
Document uploaded along with Financial Bid/Price Bid Only.		
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 and B of Chapter-2	
3	Bill of Material (BOM) with prices of each module/cards etc.	
4	Calculation sheet of Local Content as as per clause 4.A.41.1 of Chapter-4A	

Note:

- i. All document needs to be submitted online only. There is no need of submission of Physical documents/Bid. Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- ii. Document submitted along with technical bid should not include any prices, if found so, the bid may liable to be rejected.

DETAILS OF OFFERED EQUIPMENT AGAINST SOR-A:

SN	SOR Item no.	Item Description	Make	Model	Data Sheet Placed at Page No. of Bid
1					
2					
3					
4					

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER:

SN	Clause	Supporting documents	Details/ Remarks	Page no of the Bid
1				
2				
3				
4				

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

Manufacturer Authorisation form (MAF)

ADDL. GM/NTP

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

Dated: _____

**Subject: Manufacturer Authorisation form (MAF) to M/s for
.....**

Ref: Tender No.....dated.....

Dear Sir,

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

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

We further extend our warranty for three years for our range of products offered by M/s
..... against the above-said bid.

Thanking you,

Best regards,

Authorised Signatory

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 _____, 2022

for and on behalf of M/s

_____ (Contractor)

Signature of witness

Name and witness in Block letters

Address

AFFIDAVIT

(To be given separately by each Consortium/Joint Venture Member of the Bidder on Stamp Paper of appropriate value)

I, _____ S/o _____, Resident of _____, the _____ [insert designation] of the [insert name of single bidder / Consortium/Joint Venture member if Consortium/Joint Venture] do sole mnlyaf firm and state as follows:

1. I say that I am the authorized signatory of [insert name of Company/Consortium/Joint Venturemember] (herein after referred to as "Bidder/Consortium/Joint Venture Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the Bidder/Consortium/Joint VentureMember.
2. I say that I have submitted information with respect to our eligibility for RailTel Corporation of India Ltd. (herein after referred to as "RailTel") **(NAME OF WORK)** (herein after referred to as "Project") Request for Proposal ('RFP') document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we here by also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by RailTel to verify our credentials /information provided by us under this tender and as may be deemed necessary by RailTel.
4. I say that if at any point of time including the extension period, in case RailTel requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of RailTel.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document has been duly complied with.

DEPONENT

VERIFICATION

I, the above-named deponent, do very that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed. Verified at _____, on this _____ day of _____, 2022.

DEPONENT

CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT
(On Stamp Paper of appropriate value)

This Consortium Agreement is executed at _____ on this _____ day of 2022

BETWEEN

M/s _____, a company incorporated under the Companies Act, 1956 and having its Registered Office at _____ acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless executed by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrations, nominees and assigns) of the ONE Part;

AND

M/s _____, a Company having its Office at and Office at _____, acting through its Joint President/ MD/..., duly authorized by are solution of the Board of Directors dated (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its success or sin interest legal representatives, administrators, nominees and assigns) of the OTHER PART'

AND

M/s., a Company having its Office at and Office at _____, acting through its Joint President/ MD/..., duly authorized by are solution of the Board of Directors dated (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include it success or sin interest legal representatives, administrators, nominees and assigns) of the OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RailTel') has invited tenders for the **"(NAME OF WORK)"** in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RailTel for participating in the bid by the Consortium for handling the project for which the tender has been floated by RailTel.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties here to have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement here by WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial

resources, have formed themselves into a Consortium to participating the tender process for“(NAME OF WORK)”in terms of the tender invited by RailTel Corporation of India Ltd.(RailTel).

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RailTel for awarding the tender to the Consortium so that the Consortium may take up the aforesaid“(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RailTel for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for“(NAME OF WORK)”
4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc. and such other documents as maybe necessary for this purpose.
5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RailTel subject to the conditions as maybe stipulated by them in this regard.
6. That in case to meet the requirements of bid documents or any other stipulations of RailTel, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation of the specified project.
8. That the Members of the Consortium under take to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RailTel.
9. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be rejected.
10. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
11. Each Consortium member has minimum 20% contribution in the work and role/scope of

each member is enclosed.

12. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERE TO HAVE SIGNED THESE PRESENTS OF THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____) 2. (_____) 3. (_____)

Managing Director

Managing Director

Managing Director

(_____)
For (Name of company)

(_____)
For (Name of company)

(_____)
For (Name of company)

WITNESSES:

1. _____

2. _____

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

JOINT VENTURE AGREEMENT / MEMORANDUM OF AGREEMENT

(On Stamp Paper of appropriate
value)

This Joint Venture Agreement/ Memorandum of Agreement is executed at _____ on this day
of , 2022.

BETWEEN

M/s _____, a company incorporated under the Companies Act, 1956
and having its Registered Office at _____ acting through its Managing
Director, _____ duly authorized by a resolution of the Board of
Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which
expression unless executed by or repugnant to the subject or context be deemed to mean
and include its successors in interest, legal representatives, administrations, nominees and
assigns) of the ONE Part;

AND

M/s _____, a Company incorporated under the Companies Act, 1956 and having
its Registered Office at _____ and office at _____, acting
through its Joint President, duly authorized by are solution of the Board of Directors dated
(hereinafter referred to as the ('Participantmember') which expression unless excluded by or
repugnant to the subject or context be deemed to mean and include its successors in interest,
legal representatives, administrators, nominees and assigns) of the OTHERPART'

AND

M/s _____, a Company incorporated under the Companies Act, 1956 and having its
Registered Office at _____ and Office at _____, acting through its Joint President, duly authorized
by are solution of the Board of Directors dated (hereinafter referred to as the ('Participant
member') which expression unless excluded by or repugnant to the subject or context be
deemed to me an and include its successors in interest, legal representatives, administrators,
nominees and assigns) of the OTHER PART'

Where as RailTel Corporation of India Ltd. (hereinafter referred to as 'RailTel') has invited
tenders for the "(NAME OF WORK)" in terms of the tender documents issued for the said
purpose and the eligibility conditions required that the applicants bidding for the same
should meet the conditions stipulated by RailTel for participating in the bid by the Joint
Venture for handling the project for which the tender has been floated by RailTel.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility
criteria laid down for a bidder for participating in the bid process by forming a Joint Venture
between themselves.

AND WHEREAS the parties here to have discussed and agreed to form a Joint Venture for
participating in the afore said bid and have decided to reduce the agreed terms to writing.
NOW THIS JOINT VENTURE AGREEMENT/Memorandum of Agreement here by
WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having

decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Joint Venture to participate in the tender process for“(NAME OF WORK)”in terms of the tender invited by RailTel Corporation of India Ltd.(RailTel).

2. That the members of the Joint Venture have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RailTel for awarding the tender to the Joint Venture so that the Joint Venture may take up the aforesaid“(NAME OF WORK)” in case the Joint Venture turns out to be the successful bidder in the bid being invited by RailTel for the said purpose.
3. That the members of the Joint Venture have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Joint Venture fulfills the prequalification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for“(NAME OF WORK)”
4. That the Joint Venture have agreed to nominate anyone of, and As the common representative who shall be authorized to represent the Joint Venture for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc. and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Joint Venture for this specified purpose shall be as follows:
 - (i) The Lead Member shall have percent (%) of share Holding/participation with reference to the Joint Venture for this specified project.
 - (ii) The Participant Member shall have percent (%) of share holding/participation with reference to the Joint Venture for this specified project.
 - (iii) The Participant Member shall have percent (%) of share holding/participation with reference to the Joint Venture for this specified project.
6. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Joint Venture, the Members of the Joint Venture undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Joint Venture proposes to undertake the of RailTel.
7. That if any change in the membership of the Joint Venture be required to be made by the members of the Joint Venture, the same shall be done with the consent of RailTel subject to the conditions as may be stipulated by them in this regard.
8. That in case to meet the requirements of bid documents or any other stipulations of RailTel, it becomes necessary to execute and record any other documents amongst the members of the Joint Venture, they undertake to do the needful and to participate in the same for the purpose of the said project.
9. That it is clarified by and between the members of the Joint Venture that execution to this Joint Venture Agreement/Memorandum of Agreement by the members of the Joint Venture

does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Joint Venture shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Joint Venture Agreement is limited in its operation to the specified project.

10. That the Members of the Joint Venture undertake to specify their respective role and responsibilities for the purposes of implementation of this Joint Venture Agreement and the said project if awarded to the Joint Venture in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Joint Venture Members to meet the requirements and stipulations of RailTel.

IN FAITH AND TESTIMONY WHERE OF, THE PARTIES HERE TO HAVE SIGNED THESE PRESENTS OF THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (_____)	2. (_____)	3. (_____)
Managing Director	Managing Director	Managing Director
(_____)	(_____)	(_____)
For (Name of company)	For (Name of company)	For (Name of company)

WITNESSES:

1. _____
2. _____

Enclosure:

Board resolution of each of the Joint Venture Members authorizing:

- (i) Execution of the Joint Venture Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

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

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

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

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

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above 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 contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public

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

To

ADDL. GM/NTP
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 letter head of the bidder duly signed by an authorized signatory)

(End of Chapter-6)

PROFORMA FOR SIGNING THE INTEGRITY PACT

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

And

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers’ as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is annexed and marked as Annex-“B”.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6: Equal treatment of all Bidders / Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged by either party during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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 given in Item no. 1,2,3 & 4 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 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:-

- 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:
- 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.
- 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.
- **Delivery Period:** 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. RailTel will use its own spare card in the first instance.
2. If contractor fails to return the repaired card within stipulated time of 30 days from the date of receipt then the OK (good conditioned) cards/SFPs/parts etc will be provided by the contractor for the subsequent in this period free of cost till replacement with the repaired card.
3. All transportation, freight and insurance charges will be borne by the contractor .
4. 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.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.
- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.

- 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	24 Hr	48 Hr

Penalty Technical Support Services

Equipment up time should be 99.95% for System excluding the dependencies on account of RailTel and unforeseen circumstances. If the Bidder fail to achieve uptime as mentioned, the following penalties will be imposed. It will be calculated on quarterly (3 month) basis and maximum penalties will be 10 % of the cost of Equipment per year.

Service Level	Penalties
$\geq 99.95\%$	NIL
Between 99.95% and 98.95%	0.5% of the cost of Equipment
Between 98.95% and 97.95%	2% of the cost of Equipment
Between 97.95% to 95%	6% of the cost of Equipment
$< 95\%$	10% of the cost of Equipment

7.5.2 Repair and Return Services

If the contractor fails to return the card with 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:

In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost.

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.

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 tenderer bidder has to furnish security deposit in the form of Performance Bank guarantee @ 3% 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 until the end of AMC period plus four months(i.e.,100 months in total) 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 and AMC obligations under the contract.

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 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 thereunder 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 contract (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

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 no withstanding 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)