

**RAILTEL CORPORATION OF INDIA LIMITED  
(A Govt. of India Undertaking)**

**TENDER DOCUMENT**

**FOR**

**AMC DWDM EQUIPMENTS OF CORIANT MAKE SUPPLIED AGAINST TENDER NO  
224**

**SINGLE TENDER (Single Packet System)**

**Tender No.: RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant  
Make/011**

**SINGLE TENDER NOTICE**

**No: RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

**Date: 29.02.2024**

**M/s. Infinera Communication India Private Limited  
Unit No.707, 708, Unitech Signature Tower B,  
SECTOR 30, South City-1,  
Gurugram, Haryana-122001**

**Subject: Single Tender for “AMC of Coriant make DWDM equipment Supplied against RailTel Tender no. RailTel/Tender/OT/CO/Project/2013-14/DWDM/224 dt 29.07.2013”.**

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Packet System for " **AMC of Coriant make DWDM equipment**" as per following details:

a)	Opening date of Tender downloading	29.02.2024
b)	Last date and time of submission of e-bid	20.03.2024 up to 15:00 Hrs
c)	Opening of e-bid	20.03.2024 at 15:30 Hrs
d)	Validity of offer	60 Days
e)	Estimated cost of AMC	Rs. 4,17,26,213/- (Including Tax)
f)	Delivery Period	30 Days
g)	Earnest Money Deposit (EMD)	Rs. 8.35 Lakhs
h)	Service delivery period	2 Years

**Note:** Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://railtel.enivlda.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.cnivida.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.

**GGM/Project  
For RailTel Corporation of India Ltd.**

**SINGLE TENDER NOTICE**

**No: RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

**Date: 29.02.2024**

**M/s. Infinera Communication India Private Limited  
Unit No.707, 708, Unitech Signature Tower B,  
SECTOR 30, South City-1, Gurugram, Haryana-122001.**

**Subject: Single Tender for “AMC of Coriant make DWDM equipment Supplied against RailTel Tender no. RailTel/Tender/OT/CO/Project/2013-14/DWDM/224 dt 29.07.2013”.**

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Packet System for " **AMC of Coriant make DWDM equipment**" as per following details:

a)	Opening date of Tender downloading	29.02.2024
b)	Last date and time of submission of e-bid	20.03.2024 up to 15:00 Hrs
c)	Opening of e-bid	20.03.2024 at 15:30 Hrs
d)	Validity of offer	60 Days
e)	Estimated cost of AMC	Rs. 4,17,26,213/- (Including Tax)
f)	Delivery Period	30 Days
g)	Earnest Money Deposit (EMD)	Rs. 8.35 Lakhs
h)	Service delivery period	2 Years

**Note:** Tender Notice and Tender Document are available on RailTel's website and can be downloaded from [www.railtelindia.com](http://www.railtelindia.com) or from the e-Tendering portal <https://railtel.enivlda.com> For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.cnivida.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.

**GGM/Project  
For RailTel Corporation of India Ltd.**

**INDEX SHEET**

<b>SN</b>	<b>Chapter No.</b>	<b>Contents</b>	<b>Page No.</b>
1.	Chapter I	Offer Letter	4
2.	Chapter II	Schedule of Requirements (Price schedule)	5 - 8
3.	Chapter III	Introduction and Scope of Work	9 - 13
4.	Chapter IV	Commercial Terms & Conditions	14 - 25
5.	Chapter V	Guarantee Bond for Security Deposit	26 - 27

Chapter – I

OFFER LETTER

To,  
GGM/Project,  
RailTel Corporation of India Ltd  
6th Floor, Office Block Tower-2,  
NBCC Complex, East Kidwai Nagar,  
New Delhi-110023.

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of subject tender. I/We also hereby agree to abide by the Various Conditions of Tender/Contract and to carry out the supplies/services according to the Specifications for items/materials and works laid down by the RailTel.
2. A sum of Rs. \_\_\_\_\_ ( \_\_\_\_\_ amount in words \_\_\_\_\_) through e-Nivida 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-II

Schedule of Requirements (Price Schedule)

AMC of DWDM Equipment(s)

SN	Description	Unit	Qty	Unit Basic Price for two years	CGST @ -- %	SGST @ -- %	IGST @ -- %	Total AMC Cost destination
1	AMC of Coriant Make Equipment Supplied against Tender No.224 and detail is Attached as Annexure-I	Year	02					
<b>Grand Total</b>								

Note:

- (i) The breakup of price of each item of SOR in terms of basic Unit price, Taxes, and any other Levies/ chargers already paid or payable by the firm shall also be quoted separately.
- (ii) RailTel has its discretion to freely change the location of the equipment installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.
- (iii) RailTel reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.
- (iv) End of Support Date of equipment's should be end of contract period or if it exceeds than as per actual.
- (v) GSTIN ID of vendor from where good will be supplied.
- (vi) Against the above requirement, PO for AMC will be issued in phase manner.

\*\*\*\*\*

Total Quantity Covered in Tender No 224

SN	Part No.	hiT 7300 shelf and accessories	Total Inventory
1	TNX:A4B0000011618	Shelf Interwork kit	203
2	TNX:A4B0000008889	Main shelf for ETSI rack	106
3	TNX:A4B0000009916	HIT 7300 FLATPACK Shelf for ILA	98
4	TNX:A4B000013146	LAMPBC-1, Vertical Medium span Amplifier	77
5	TNX:A4B000013499	LAMIC-2, Medium span Inline-Amplifier	226
6	TNX:A4B0000011119	LAVIC-1, HIGH REACH LONG SPAN INLINE-AMPLIFIER	38
7	TNX:A4B0000008910	EXTERNAL PUMP CARD	38
8	TNX:A4B0000011006	DCM (DCF), 10KM SSMF	6
9	TNX:A4B0000011007	DCM (DCF), 20KM SSMF	22
10	TNX:A4B0000011008	DCM (DCF), 30KM SSMF	47
11	TNX:A4B0000011009	DCM (DCF), 40KM SSMF	23
12	TNX:A4B0000011010	DCM (DCF), 50KM SSMF	29
13	TNX:A4B0000011011	DCM (DCF), 60KM SSMF	51
14	TNX:A4B0000011012	DCM (DCF), 70KM SSMF	24
15	TNX:A4B0000011013	DCM (DCF), 80KM SSMF	39
16	TNX:A4B0000011014	DCM (DCF), 90KM SSMF	2
17	TNX:A4B0000011015	DCM (DCF) 100KM SMF	2
18	TNX:A4B0000011017	DCM (DCF), 120KM SSMF	33
19	TNX:A4B0000011526	F09MCR96 50GHZ 9X1 WSS	157
20	TNX:A4B0000011527	O09CC-1 1:9 SPLITTER/COUPLER	14
21	TNX:A4B0000012062	40Ch AWG Mux demx bidir, std grid	129
22	TNX:A4B0000012063	40Ch external AWG filters bidir, offset	101
23	TNX:A4B0000011932	INTERLEAVER	129
24	TNX:A4B0000011611	4-Pt Power Monitor	87
25	TNX:A4B0000011721	10G 4 port TRANSPONDER	260
26	TNX:A4B000013137	10G Add/Drop Muxponder	147
27	TNX:A4B0000011571	XFP DWDM 10G, C-BAND TUNABLE	1097
28	TNX:A4B0000008971	XFP MODULE S64.2B/P1S1-2D2B/10GBASE-E	437
29	TNX:A4B0000008960	SFP 2.5G	286
30	TNX:A4B0000011180	SFP+, 10G / 10GBE, 10KM	259
31	TNX:A4B0000009760	SFP 1000BASE-LX	626
32	TNX:A4B0000011144	NE-CONTROLLER	156
33	TNX:A4B000013341	Compact Flash Module	156
34	TNX:A4B0000011487	NE-CONTROLLER W/O TIF, CCMP-2/NC (40MM)	13
35	TNX:A4B000013568	CF Card R5.40 00 NC for NE Contr. (8GB)	13
36	TNX:A4B0000008953	SHELF-CONTROLLER	69
37	TNX:A4B0000010719	BASIC LICENSE NE	67
38	TNMS00LK-E036	TNMS CL for Main shelf	54
39	TNX:A4B0000010727	AUTOMATED CHANNEL POWER OPTIMIZATION LICENSE	67
40	TNX:A4B0000010728	END-TO-END SERVICE PROVISIONING LICENSE	67
41	TNMS00LT-E022	TNMS CL for Extension shelf	67
42	TNX:A4B0000010720	BASIC LICENSE ILA with Flatpack shelf	90
43	TNMS00LK-E036	TNMS CL for Flat Pack ILA shelf	133

**RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

<b>SN</b>	<b>Part No.</b>	<b>hiT 7300 shelf and accessories</b>	<b>Total Inventory</b>
44	TNMS00LK-E107	TNMS CL for 10G Transponder/Muxponder	371
45	TNX:A4B0000010722	NE CAPACITY USAGE LICENSE 10G	1041
46	TNMS00LT-E033	TNMS CL - WSS card	148
47	SOR Item No.16 (HW)	NMS Server	2
48	TNMS14XSW-E001	TNMS V14 - Software Media Pack (AM)	1
49	TNMS14XLK-E007	TNMS V14 OCH/ODU Mgnt RLK	1
50	TNMS00LK-E117	TNMS Network Wide Inventory	2
51	TNMS00LK-E114	TNMS Warm-standby License	1
52	TNMS00LK-E115	TNMS NE Configuration Backup	2
53	TNMS00LK-E116	TNMS NE SW Management	2
54	TNMS00LK-E120	TMF CORBA NBI	2
55	TNMS00LK-E113	TNMS/AM LIC	2
56	TNMS00LO-E006	DB4O License (Versant) LTU	1
57	TNMS00LO-E012	Oracle DB Standalone LTU	1
58	TNMS00TSO-E001	Oracle DB Standalone TS	1
59	TNMS00LSO-P004	Win Server 2008 R2 EmbStd Lic (CoA) XMED	2
60	TNMS00SWO-E006	Win Server 2008 SW	2
61	TNMS00SWO-E002	Internet Browser SW	2
62	TNCT00SW-E001	TNMS CT Basic SW Package	10
63	TNCT00LK-E001	TNMS CT Basic Lic - LCT MODE	10
64	TNCT00LK-E009	TNMS CT - App Key hiT7300	10

## Chapter-III

### Introduction and Scope of Work

**1. Name of work:**

AMC of Coriant Make DWDM Equipment(s) deployed at OFC based communication System of RailTel.

**2. Scope of work:**

The broad scope of work is to carry out the AMC of DWDM equipment(s) deployed at RailTel's Network PAN India. The work includes provision of technical support, Repair/Replacements and return of defective hardware, and site visit by experts in case of complex failures. This Annual Maintenance Contract will cover the provision of remote as well as on-site services (**in case of emergency like situations requiring deputing the competent technical resources to attend the failures**) to be provided by the contractor. This document will also cover the Hardware Replacement and Return services for the rectification of defective modules/cards/parts etc which are the key tools in use for uninterrupted traffic. support for AMC must be 24X7 basis. 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. To enforce fulfilment of support objectives, bidder shall make available services of one qualified engineer each at NOC site and DR Site to the satisfaction of RailTel for level II support during the AMC period. This Annual Maintenance Contract will cover the following services:

- i) Technical Support Service.
- ii) Hardware Repair/Replacement Service.
- iii) Software updates /OS Updates

**3. 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 inability to use the product has a critical effect on 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. The inoperative portion of the product severely restricts 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, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall operations.

RailTel shall inform the severity based on above definitions, at the time of opening Ticket with Contractor's NOC Centre. Contractor's NOC Centre, if 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.

**4. 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 Contractor's NOC Centre through telephone or mail. 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 Replacement services.

**"Response Time" (also known as Specialist Call-back)** means the time period from when RailTel first notifies the Contractor's Center of a reported problem to when an Contractor's expert attempts to contact RailTel via telephone/mail 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 service impacting cases. Travel time of field engineers or Contractor's NOC Centre 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 NOC 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 to resolve problems that prevent products from performing up to the intended 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".

**5. 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 (ISCs) 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 hardware and /or software portion of the products).

The Welcome centre of contractor (WC) keeps track of the assistance part request until closure.

**6. Special conditions:**

During this AMC period, whenever needed, RailTel may contact the Contractor's/OEM Support center through a dedicated phone no. or e-mail address or Web for every issue or request. The support Centre of the Contractor will be available 24 hours a day and 365 days of the year.

**6.1. Contractor's Responsibilities:**

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

- a. 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.
- b. Provide technical advice and guidance via telephone or email by Contractor's product specialists located in their Technical Support Centers. Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products
- c. 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 support
- d. If Contractor determines it cannot restore or resolve an issue remotely, Contractor will provide emergency on-site support.
- e. In all instances, OEM's will provide back to back support to resolve the problem as per the SLA mentioned. In case of non-resolution of the problem by contractor's support engineers, OEM will deploy its own technical resources to resolve the same.
- f. **Software /Firmware 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.

**6.2. RailTel Responsibility:**

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

- 6.2.1. RailTel will provide remote access to contractor's to access their network with in India, either through secure VPN, ISDN or Team viewer.
- 6.2.2. RailTel will perform first level diagnostics before handing over the ticket to the contractor. RailTel will details and etc which may be needed by contractor to help troubleshooting the issue.

**6.2.3.** RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipment's etc. to give remote access to the contractor.

**6.3. Replacement:**

**6.3.1. Contractor's Responsibility:**

The contractor will take-over the defective cards/Parts from RailTel NOC/Store and hand-over the Replacement card at the same location. The following activities will be performed by the contractor:

- After receiving a defective part request through NOC Center (dedicated phone line or e-mail), the defective part will be taken over by the contractor from Site. All the documentation will be provided by RailTel.
- **Delivery Period:** The received defective part will be got Repaired/Replaced by the contractor **within 30 days**. The contractor will also give probable reason for repeated failure cards/modules.
- **Uninterrupted Network:** For smooth and uninterrupted traffic during the Replacement being carried by the contractor.
- All transportation, freight and insurance charges will be borne by the contractor.

**6.3.2. RailTel's Responsibility:**

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

If any part goes beyond Repair due to the 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" and the same will be replaced by a new one by the contractor free of cost. To achieve this contractor is required to always keep adequate spares with it during the period of AMC.

**6.4. 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.

**6.5. Technical Support Services:**

**6.5.1. KPIs & SLA:**

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

\*BE-Best Effort

**6.5.2. 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

**RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

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

\* Cost of Hardware Part/Module will be calculated on basis of Market price/Last Accepted rates whichever is lowest.

**7. Information to Bidder for Compliance:**

- 7.1. The AMC services are to be provided at RailTel.
- 7.2. For AMC L-1 support would generally be given by the RailTel and L-2/L-3 support will be given by contractor/OEM. However, in case of emergency, contractor has to provide all the support irrespective of the level of the support required.
- 7.3. Only OEM/Authorized dealers of OEM can participate in the tender. A written authorization from OEM for this work is to be submitted by the contractor along with the bid. After award of the contract, the bidder would have to produce the proof of back-to-back arrangement of support from OEM for the AMC period.
- 7.4. For AMC, contractor has to give the rates for 3 years. The period of the AMC may be increased by one more year at discretion of RailTel.
- 7.5. The contractor has to give breakup of the rates as per the annexure given. Any changes in Taxes during the currency of the contract would be on RailTel's account. However, any variation during the period beyond DOC would be on contractors account if delay is not on RailTel's part.
- 7.6. The agency has to provide the support within 30 days after lodging of the complaint to the contractor support center. The contractor has to give the official address, mail, tel. no. where complaints have to be lodged by RailTel for AMC support. In case support is not given within 30 days, penalty will be levied.
- 7.7. The equipment shall be handed over to the contractor in working condition and after test it will be responsibility of the contractor to maintain it under AMC.

**Chapter IV**  
**Commercial Terms and Conditions**

**1. Offer letter and Validity of Offer:**

- 1.1. The bidder shall complete the offer letter and the price schedule furnished in the bid documents.
- 1.2. The bidder should be an OEM or an authorized service partners having Back to Back arrangement with respective OEMs for maintenance of the equipment's. The bidder shall furnish the authorization letter of OEM for back to back arrangement with the respective OEMs.
- 1.3. Bill of Material, Quantities, and Serial number of Equipment's mentioned in the tender document should be vetted by OEM and same should be part of MAF (Manufacturer's Authorization Form).
- 1.4. Bidder should provide the End of support details of the Equipment's mentioned in the SOR and same should be vetted by OEM. Price of End of support equipment's should not be quoted and same will not be considered in evaluation.
- 1.5. The offer should remain valid for a period of **60 days** from the date of opening.

**2. Delivery Period:**

The AMC should be started within 30 days of issue of "LOA".

**3. Payment Terms**

- 3.1. The AMC charges shall be paid on quarterly basis by the respective 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 he RailTel may be entitled to make under contract) through RTGS. Monthly reports will be shared with RailTel regularly. Format will mutually accept by RailTel and OEM/ Bidder.
- 3.2. Bill payment authority will be RailTel Regional office finance.
- 3.3. The bidder should submit break- up of all taxes along with the basic cost in the invoice.

**4. Performance Bank Guarantee (PBG):**

The successful tenderer is required to furnish security deposit in the form of Performance Bank Guarantee, the same should be submitted with in 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. 30 days from the date of issue of LOA/PO.

- 4.1. Security Deposit/Performance Bank Guarantee of 10% of the value of the AMC contract's annual value of the issued LOA/PO is required to be submitted in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract. The

## **RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

PBG should be valid for a period 4 month beyond contract period from the date of issue of APO to cover Validity of Purchase Order.

- 4.2. The Performance Bank Guarantee (security deposit) will bear no interest.
- 4.3. 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.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of "RailTel Corporation of India Ltd" payable at New Delhi only.

### **5. Rates During Negotiation:**

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

### **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. 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 confirm 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 taxed payable to any authority in respect thereof.

### **8. Issue of LOA/Award of Contract:**

RailTel shall consider placement of LOA for those bidders whose offers have been found technically and commercially acceptable and are lowest. The bidder shall within in 15 days of issue of LOA, give his acceptance along with Performance Bank Guarantee as per Clause 4.

### **9. RailTel right to accept any Bid and to reject any or all Bids:**

## **RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

RailTel reserves the right to accept or reject any Bid and to annul the bidding process and reject all bids, at any time prior to award of contract without any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the RailTel action.

### **10. Annulment of Award:**

Failure of the successful bidder to comply with the requirement of Clause 4 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 bids.

### **11. Earnest Money Deposit (EMD):**

Earnest Money as per Tender Notice shall be submitted in the form of Demand Draft from any Nationalized/Scheduled bank in India in favor of "RailTel Corporation of India Limited" payable at New Delhi.

The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder.

**11.1.** Tender not accompanied by Earnest Money shall be summarily rejected.

**11.2.** Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.

**11.3.** The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA and submission of PBG.

### **12. BID PRICES, Taxes & Duties.**

The firm should quote as per SOR, inclusive of all taxes, firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

The breakup of price of each item of SOR in terms of basic Unit price, Excise duty, Sales Tax and any other Levies/ charges already paid or payable by the firm shall also be quoted separately.

The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account except those in taxes as per Government of India guidelines.

#### **12.1. GST related clause:**

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

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

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

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

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

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

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

- 12.1.3.** The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 12.1.4.** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 12.1.5.** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 12.1.6.** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 12.1.7.** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 12.1.8.** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 12.1.9.** 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.
- 12.1.10.** In regards to work contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.

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

**13. Clause wise Compliance**

Clause wise compliance statement of the Service Level Agreement and Commercial Terms & Conditions shall be enclosed with the offer along with documents in support of relevant clauses.

**14. 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 statue, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority of acts of God (here-in-after referred to as event) then provided notice of the happening of any such even it 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 even 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 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.

**15. 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 an all other contract 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 as payable from any moneys due to the Contractor (s) under this contract or any other contract with the RailTel.

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

**16. 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’s, 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’s shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

**16.1. Apprentices Act:**

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

**16.2. 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 labour and 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 contract 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.

**16.3. 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 requires 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 mount 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 recover 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.

**16.4. Reporting of Accidents to Labour:**

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 reports 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.

**16.5. 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 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.

**17. 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 Chairman cum Managing Director, RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakh, the matter shall be referred to the adjudication of arbitral council. Chairman cum 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 Chairman cum Managing Director/RailTel shall appoint out of 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 the sole arbitrator or the 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.

**18. Governing Laws:**

This contract 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.

**19. TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

If the contractor should:

- i) become bankrupt or insolvent. RailTel may at any time terminate the contract by giving written notice to the firm, without compensation to the firm, if the becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the RailTel. Or
- ii) make an arrangement with or assignment in favor of his creditors, or
- iii) being a Company or Corporation, go into liquidation (other than voluntary), liquidation for the purpose of amalgamation or reconstruction, or
- iv) have an execution levied on his goods or property on the works, or assign the contract or any part thereof otherwise than as provided in the contract, or
- v) persistently disregard the instructions of the RailTel's Engineer with regard to work quality or progress during execution of work or contravene any provision of the contract, or
- vi) fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or fail to remove materials from the site or to pull down and replace the work after receiving from the Engineer's notice to the effect that the said materials or works have been condemned or rejected, or
- vii) fail to take steps to employ competent or additional staff and labour as required in the contract or
- viii) fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required in the contract, or
- ix) promise offer or given any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel.
- x) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired engineer of the gazette rank or nay other retired gazette officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the Engineering Department of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or Officer unless such Engineer or officer has obtained permission from the President of India Or any officer duly authorized by him on this behalf to become a partner or a director or to take employment under the contract as the case may be, or (B) Fail to give at time of submitting the said tender.
  - a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender, or

- b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- c) Being a partnership firm the correct information as to, whether any of its partners was such a retired engineer or retired officer, or
- d) Being an incorporated company, the correct information as to, whether any of its directors was such a retired engineer or retired officer, or
- e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his bring such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor. Then and in any of these said clauses, the Engineer on behalf of the RailTel any serve the Contractor with a notice in writing to that effect and if the contractor does not, within 7 days after the delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the RailTel shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both the following courses: A final termination notice will be issued by RailTel after expiry of 48 hrs notice.

**20. 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 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 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.

**21. 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.

**22. Bid submission and Opening date:**

- i. 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 any issues.
- ii. 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.
- iii. Bidder has to select the payment option as "Online Payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. 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.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents

## **RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

become readable only after the tender opening by the authorized bid openers.

- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. 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.
- x. 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.

### **23. Period of AMC:**

This Annual Maintenance Contract will be valid for a period of 2 years from the start date of AMC. The period may be extended by another two years on mutual consent.

### **24. Limitation of Liability:**

The Maximum Liability of tenderer to any Loss/Damages to RailTel including Performance Guarantee shall be limited to 100% of Value of contract.

### **25. Purchaser’s Right to Vary Quantities:**

The purchaser shall be at liberty to enhance or reduce the quantity +/- 25% mentioned in the LOA/Sub PO/SOR without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the work 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.

### **26. Signing of tender document and power of Attorney:**

- 26.1.** Each and every page of bid should be signed by authorized representative of the form. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.
- 26.2.** 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.

Chapter V

**Proforma for Performance Bank Guarantee Bond**

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at 10<sup>th</sup> Floor, Bank of Baroda Building, 16 Sansad Marg, New Delhi-110001 (Herein after called RailTel) having agreed to exempt ..... (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order 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 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

**RailTel/Tender/ST/CO/Project/2023-24/AMC of DWDM Equipment of Coriant Make/011**

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.

6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).
7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.
8. Notwithstanding anything contained herein, Our liability under the Bank guarantee shall not exceed Rs..... (In Rupees). This Bank Guarantee shall be valid up to.....and we are liable to pay the guaranteed and or any part thereof under this Bank Guarantee only and if you serve upon is a written claims or demand or before..... (date of expiry of guarantee).

Dated the..... day of.....2024

for .....  
(Indicate the name of the Bank)

**Witness**

1. Signature  
Name
2. Signature  
Name: