



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम)

RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(CIN: L64202DL2000GOI107905)
017

SINGLE TENDER DOCUMENT

FOR

Development, Customization, Supply, Integration with all necessary applications/nodes -including WiFi network, Captive Portal, AAA, WiFi Billing System, Network, SMS gateway and CDOT's Central Registry for making

RailTel's Wi-Fi network as PM-WANI compliant, along with other applications defined in Scope of Work

(Single Tender)

निविदा संख्या रेलटेल/टेंडर/ अस टी /सीओ/मार्केटिंग/2022-23/पी एम-वानी/07
दिनांक: 23.09.2022

TENDER NO. RAILTEL/TENDER/ST/CO/Marketing/2022-23/PM-WANI /07
Dated: 23.09.2022

(Single Packet System)

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RAILTEL

SINGLE TENDER NOTICE

SINGLE TENDER NO. RAILTEL/TENDER/ST/CO/Marketing/2022-23/PM-WANI/07

Dated: 23.09.2022

RailTel Corporation of India Ltd. invites Tenders in Single Packet (Credential/ Techno commercial Bid and Price Bid) System for **“Development, Customization, Supply, Integration with all necessary applications/nodes -including existing Captive Portal, AAA,WiFi Billing System, Network, SMS gateway and CDOT’s Central Registry for making RailTel’s Wi-Fi network as PM-WANI compliant, along with other applications defined in Scope of Work”**.

The details are as under: -

a)	Tender Publishing Date	23.09.2022
b)	Last date for Submission of Bid	Upto 15:00 hrs of 04.10.2022
c)	Date and time of opening of Tender	At 15:30 hrs of 04.10.2022
d)	Tender document cost	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only)*
e))	Earnest Money Deposit (EMD) #	Rs. 80,000
f)	Contact details	manoj.tandon@railtelindia.com / 0124-2714000
*Please refer clause 4.11, Chapter-4 for details.		

Note: Tender Notice is available on RailTel’s website. The tender document will be shared vide email to the concerned firm for participation.

All future Information viz. corrigendum/addendum/ amendments etc. for this Tender shall be emailed to all the concerned firm. 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 of the bidding process.

For RailTel Corporation of India Ltd.
(Manoj Tandon)
GGM/Marketing

सीमित निविदा सूचना

निविदा सं. रेलटेल/टेंडर/ अस टी/सीओ/मार्केटिंग/2022-23/पी एम-वानी/07 दिनांक: .
12.09.2022

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड ने, "Development, Customization, Supply, Integration with all necessary applications/nodes -including existing Captive Portal, AAA, WiFi Billing System , Network, SMS gateway and CDOT's Central Registry for making RailTel's Wi-Fi network as PM-WANI compliant, along with other applications defined in Scope of Work" के लिए सिंगल पैकेट (क्रेडेंशियल/टेक्नो कमर्शियल बिड और प्राइस बिड) सिस्टम में निविदाएं आमंत्रित करता है

विवरण इस प्रकार है :

a)	निविदा प्रकाशन तिथि	21.09.2022
b)	निविदा जमा करने की अंतिम तिथि	Upto 15:00 hrs of 04.10.2022
c)	निविदा खुलने की तिथि एवं समय	At 15:30 hrs of 04.10.2022
d)	निविदा दस्तावेज की लागत	Rs.2950/- (दो हजार नौ सौ पचास रुपए मात्र*)
e)	बयाना धन जमा (ईएमडी) #	Rs. 80,000/-
f)	संपर्क विवरण	manoj.tandon@railtelindia.com / 0124-2714000
* कृपया विवरण के लिए खंड 4.11, अध्याय-4 देखें।		

नोट: निविदा सूचना रेलटेल की वेबसाइट पर उपलब्ध है। निविदा दस्तावेज भागीदारी के लिए संबंधित फर्मों को ईमेल के माध्यम से साझा किया जाएगा। सभी भविष्य की जानकारी अर्थात : इस निविदा के लिए शुद्धिपत्र/परिशिष्ट/संशोधन आदि सभी संबंधित फर्मों को ईमेल किए जाएंगे। निविदा दस्तावेज की मुद्रित प्रति रेलटेल कार्यालय से नहीं बेची जाएगी। बोली को ई-निविदा पोर्टल के माध्यम से ऑनलाइन जमा करना आवश्यक है।

बोलीदाता बोली में तैयारी, प्रस्तुतीकरण/भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा, चाहे बोली प्रक्रिया के आचरण या परिणाम कुछ भी हों।

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के लिए

(मनोज टंडन)

समूह महाप्रबंधक/ विपणन

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1 CHAPTER-1

1.1 OFFER LETTER

RailTel Corporation of India Ltd,
6th floor, Tower II East Kidwai Nagar,
Plate-A, Kidwai Nagar, New Delhi,
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 **180 days** from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money .I/We offer to supply various equipment and/or provide services at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the Work within given timeframe as per tender 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 DD 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 PBG (Performance Bank Guarantee)/security deposit amount as mentioned in Clause 4.3 after issue of 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 BIDDER

Date:

ADDRESS:

SIGNATURE OF WITNESS:

- 1.
- 2.

2 CHAPTER- 2

2.1 SCHEDULE OF REQUIREMENT

S N	Description	Unit	Qty	Unit Rate		Total cost	
				In Fig In Rs	In Word s In Rs	In Fig In Rs.	In Word s In Rs
1	2	3	4	5	6	7	8
A	Schedule of Supplies						
1	Supply of PM-WANI solution along with other applications as given in the scope of tender document including 3 year warranty.	Lot	1				
	Total Cost of Schedule of Supplies (A)						
B	Schedule of Services						
2	TAC offsite Support for 3 years from the day of PM-WANI launch, as per scope of tender document.	Years	3				
3	100 Man days efforts - for any additional efforts for customization or development; post project delivery	Man days	100				
	Total Cost of Schedule of Services (B)						
	Total Value of Schedule of Supplies (A) & Schedule of Services (B)						

NOTE:	
I	Before quoting, please refer completed scope of work defined in clause 3.1. BOM including item wise pricing to be provided by the bidder along with price bid.
II	Unit rate quoted against Schedule of Requirement (SOR) above should be CIP destination inclusive of all duties, taxes etc. The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 6) to the sites as decided by the RailTel.
III	Tenderer to give the detailed break up of common modules/application/Softwares/Software licensing etc. for building up the SOR items 1 to 3.
IV	Bidder would be responsible to ensure that the complete system is operational and meeting the requirements as mentioned in the tender document. However, if at any stage before the issuance of FAC for the system installed, it is found that the system performance is not compliant with the functional requirements and specifications

	given in the tender document, the bidder shall be liable/obliged to supply additional software/licenses at no additional cost to the purchaser, required to meet the functional requirements and specifications mentioned in the tender document at no additional cost to the purchaser. Purchaser's engineer decision in this context will be final.
V	1. RailTel will provide the virtualized compute environment along with servers, storage, networking, firewall, virtualization environment, load balancers, OS, DB and other backup system for installation of the system. Bidder has to provide the sizing and hardware requirement for complete installation of the system to RailTel at the time of bid submission. 2. Bidder will do the requirement gathering from discussion with RailTel Based on that bidder has to provide the complete technical solution & architecture in their write-up along with the hardware sizing so that as per that RailTel can provision the hardware requirements for installation and commissioning of the system.
VI	Non-conformities between Figures and Words Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement. This should be taken care of in the manner indicated below: i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly; ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and If there is a discrepancy between words and figures, the amount in words shall prevail.

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3 CHAPTER-3

3.1 INTRODUCTION

- 3.1.1 RailTel Corporation of India Limited, a Public Sector Undertaking under the Ministry of Railways, Govt. of India, is a national telecom service provider having NLD and ISP licenses and have built nation-wide optical fiber network. RailTel's objective is to become the preferred telecom solutions and services provider for knowledge economy.
- 3.1.2
- 3.1.3 RailTel Corporation, a "Mini-Ratna (Category-I)" PSU, is amongst the largest neutral telecom infrastructure providers in India with an extensive Optic Fiber network on an exclusive Right of Way (RoW) across the nation's Railway route.
- 3.1.4 The Indian Railways traverse over 63,000 RKM, connecting over 7000 locations. The network provides connectivity to small stations at every 8-10 kms and major stations at every 50- 60 kms which are mostly located centrally at commercial / residential hubs. RailTel has created a robust OFC-based network, facilitating installation of Point of Presence at over 4500 locations.
- 3.1.5 The OFC network of RailTel has a layered architecture with mesh/ring topology to support route redundancy. The aggregation layer is supported on multiple rings of STM-64/16 system; and the Core network on high-capacity DWDM system. The network provides bandwidth options of various granularities going up to $n \times 10G$ & $n \times 100G$. RailTel has installed a MPLS network with PoPs in all major cities to support various IP-enabled services across 4500 locations.
- 3.1.6 The OFC based access network created by RailTel at important commercial hubs of 100 cities in the country enables delivery of services at doorstep of enterprises.
- 3.1.7 Equipped with an ISO 9001:2010, ISO 20000 & ISO/IEC 27001:2005 certification, RailTel's wide gamut of managed telecom services on offer to Indian Telecom market includes Managed data services, lease lines, MPLS based IP-VPN, Broadband & Internet services, NGN based voice carriage services, Tower co-location, Data Center, Tele-presence, Railwire, Wi-Fi, Consultancy and ICT/ system integration.
- 3.1.8 RailTel's services extend to major Telecom Operators, Internet Service Providers, MSOs, MNCs, Enterprises, Defence & Strategic organizations, Banks, Government Institutions/ Departments, Educational Institutions/ Universities etc.
- 3.1.9 The rich and varied experience of RailTel in Telecom & IT domains is much in demand and is selected for implementation of key Government projects viz, National Knowledge Network (NKN), National Optical Fiber Network (NOFN) and North East OFC project under USOF scheme.
- 3.1.10 RailTel has Public WiFi infrastructure across 6040+ Railway stations. Current WiFi Infrastructure at RailTel includes –
- 3.1.11 RailTel implemented centralized Core solution in Data Centre including AAA, Captive portal and IPDR logging & analytics solution which supports 60,000

users and scalable to 2,00,000 users – implemented in Gurgaon and Secundrabad DCs for geographical redundancies.

3.1.12 Ruckus controllers in DC/DR mode and Cisco controllers in DC/DR mode are deployed for managing 18,000 (approx.) Access Point for Station Wi-Fi.

3.1.13 WAG servers for RailTel Station Wi-fi users are currently deployed at 5 locations – Delhi, Kolkata, Mumbai, Chennai and Ernakulum; would be expanded as required in future.

3.2 SCOPE OF WORK

3.2.1 PM-WANI

WiFi, the world over is adopted to complement LTE based broadband access. Additionally, WiFi complements LTE for in-building solution like commercial buildings, hospitals, airports etc. where LTE penetration is low. WiFi also allows offloading data services from LTE to ease congestion and improve users experience at much lower cost.

3.2.1.1 **WANI overview** - Access to broadband internet to masses is still limited due to non-ubiquitous coverage of LTE. WiFi hotspots hold an important place in last mile connectivity for delivery of broadband access to users. PM-WANI is ambitious program to connect all silo WiFi networks for ease of use and proliferate broadband usage by masses.

3.2.1.2 **Purpose** - The Union Cabinet headed by Prime Minister Shri Narendra Modi approved the proposal of Department of Telecom (DoT) to proliferate Broadband through Public Wi-Fi networks under the framework of the PM Wi-Fi Access Network Interface (PM-WANI) on 9th December 2020.

3.2.1.3 **WANI's framework** - The vision is to establish an Open Architecture based WiFi Access Network (WANI) & ensure easy to use internet and proliferate WiFi based broadband internet to masses, by small shopkeepers to become PDOs (Public Data Offices) as last mile access service providers and take services from PDOAs (PDO aggregators) for Internet & backend services (ISPs or WiFi service providers). This would facilitate cost effective user experience across WiFi hotspots from various WiFi service providers, seamless & untied access, unbundled authentication, easier & diverse payment channels and mobility across WiFi service providers.

3.2.1.4 Role of Players in WANI ecosystem –

PDOs – Public Data Offices (similar to PCOs for Voice calling); merchants who wish to provide WANI compliant hot-spot.

PDOAs – PDO aggregators who will extend Internet and other backend WiFi IT infra (Radius, Captive Portal, Charging, Billing etc) to PDOs - – typically WiFi service providers.

App provider – for profile creation, KYC, payments, discovering WANI compliant hotspots and connect to it.

Central Registry – containing information about PDOs/PDOAs and App provides, currently maintained by CDOT.

3.2.2 RailTel's role in PM-WANI

- 3.2.2.1 WANI is an exciting opportunity to proliferate and cascade Internet consumption what PCOs did by enabling Long Distance Calling in low tele-density regime. PM-WANI framework will evolve over a period of time and benefits will multiply once all WiFi networks can be virtually consolidated to enable seamless roaming across all PDOAs' networks, the way National Roaming works for Mobile Networks.
- 3.2.2.2 RailTel wishes to play anchor role in entire PM-WANI eco-system, by continuous engagement with regulatory bodies and industry players, to enhance evolving framework.
- 3.2.2.3 WANI Network scale – RailTel will further strengthen leadership role by enabling eco system by extending its WiFi footprints beyond Railway Stations and also by bringing its Public WiFi customers under ambit of WANI framework. Details of RailTel's existing access points and plan for expansion on the same is provided below.
- 3.2.2.4 Access Points deployed by RailTel at Rly Stations WiFi – 17,662 (and growing)
- 3.2.2.5 RailTel has 5400+ last mile network partners (called ANPs) –RailTel plans to leverage this relationship by making them as PDOs for expanding WiFi network, beyond Railway stations. .
- 3.2.2.6 Additionally University Campus WiFi hotspots, Smart City WiFi networks and Metro WiFi networks would also be attempted to bring them under WANI framework.

3.2.3 Scope overview

- 3.2.3.1 The tender is for the Development, Customization, Supply, Integration with all necessary applications/nodes -including existing Captive Portal, AAA, WiFi Billing System, Network, SMS gateway and CDOT's Central Registry for making RailTel's Wi-Fi network as PM-WANI compliant and to deliver following functionalities:

	Applications	Description of requirements
1	PDOA Capability Application add-on to existing AAA & Wi-Fi hotspots	For making RailTel Wi-Fi network WANI compliant - Development, Customisation, Deployment, Integration with all necessary applications/nodes - including existing WiFi network, existing Captive Portal, AAA, Billing System etc and CDOT Central Registry and Roll Out.

2	Mobile App for Wi-Fi users - selfcare & WANI in one Mobile App	Mobile App (Android and IOS) for registration, KYC, authentication, purchase new plans, usage history, payment transactions, balance (data/Rs.), plans description., self care functionalities with FAQ & launching Service request (through email link provided on mobile app) or service request form embedded in Mobile App so that user can log service request with report at portal for help desk personnel to manage the service requests. - At present Wi-Fi customer can log the complaint on the Web Portal provided by Inventum. This functionality would be enhanced to raise service request/complaint ; Service Request from PDOs & WANI users and resolving with date and time In App Browser for Online Payment for paid WiFi products . Mobile App must be customisable for Advertisement insertion at a later stage (Ad banners & Video Ads). Bidder has to arrange certification of Mobile App for PM-WANI , App has to be usable in any WANI hotspot. Re-KYC should be possible to enforce business rules/regulatory guidelines. Mobile App has to support SMS cost optimisation so that authentication through OTP is required only during exceptional circumstances - e.g. Mobile handset change, SIM card change etc. Solution will require to integrate with existing Captive Portal, AAA, Billing System and CDOT Central Registry.
3	SMS based authentication (OTP) for KYC	Integration with existing systems for SMS based authentication ..
4	Integrations for selling Paid WiFi	Integration with existing systems for enabling customers for buying paid Wi-fi
5	Solution architecture to support IPDR for security logs to Lawful Intercepting Agencies	All WANI users will need to be logged like any other hotspot users.
Note		
1	RailTel would provide necessary hardware, storage and networking solution.	
2	All integration efforts need to be factored in while quoting e.g. integration cost with existing Network, Applications including SMS gateway, AAA, Captive Portal, Payment channels etc. Project is turn key, RailTel would not bear any additional cost for integrations	
3	Bidder would size the solution as RailTel network, develop, customise (including white labelling of supplied Mobile App (user app) as per RailTel specs), supply, install , integrate, commission, evolve/ expand, optimise & maintain the solutions mentioned through offsite TAC support	
4	Bidder to quote for supply, customisation, integration, testing and roll out.	
5	3 years TAC support to be quoted as a separate line item - quarterly payment after services are delivered	
6	100 man-days efforts to be quoted separately - for any additional efforts for customisation or	

	development; post project delivery
7	WANI calls flows will be strictly as per CDOT/DOT specification, any modifications in call flows will have to be incorporated in solution offered
8	Mobile App must support at least -2 (minus 2) of current OS versions of Android & IOS.
9	Mobile App will have to be White Labelled using RailTel logo and aesthetics
10	White spaces of Mobile App will be used for pushing Advertisements (banners and videos) - App needs to be customised to support the same
11	PDOA & Mobile App must be tested, registered and certified by CDOT
12	Deleted
13	Deleted
14	All software modules which are to be hosted in RailTel DC need to be in High Availability mode.
15	RailTel's sign off is must for User Interface of Mobile App & other applications dashboard, reporting requirements.
16	Licenses of all components of solution including Mobile Apps will be perpetual.
17	Source Code of all software applications offered will have to be given to RailTel.
18	Applications to support debug logs and need to support integrations with any centralised monitoring solution.
19	Knowledge Transfer to real time management of solution will have to be imparted to RailTel .

3.2.3.2 Existing eco system of -

a. Railway Station WiFi

- i. Stations WiFi has its own backend AAA & Billing/invoicing system including payment gateway integration.

b. BSS system of FTTH services

- i. RailTel has FTTH broadband services for B2C customers.
- ii. FTTH has its own OSS/BSS system (other than WiFi eco system) – AAA, Billing, Invoicing, CRM, Payment settlement, Payment gateways integration.

3.2.3.3 Key Use Cases -

RailTel deployed WiFi at 6102 Rly Stations and Paid WiFi is also rolled out.

- a. Anyone buying paid WiFi at Rly stations (from Captive Portal or PMWANI App) hits Rly Station AAA system and RailTel itself is PDO at Rly Stations, hence it need not to share revenue with anybody.
- b. However with PDOs, revenue sharing has to be done. RailTel's FTTH backend IT systems can be used for the digital products bought by customers at PDO premises or PDOs recharging WiFi customers from their accounts/digital wallets.
- c. Payment settlement will be done based on paid WiFi products (and not on usage).

- d. Customers should be able to roam freely from any of RailTel's WiFi network – i.e. from PDO to PDO or from PDO to Rly Station or from Rly Station to PDO.
- e. Proposed PMWANI solution needs to be suit all above use cases.

3.3 SLA of the System

WANI Solution has to be designed to meet following uptime

Uptime of WANI solution	> 99.95%
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Targeted SLA for TAC :

#	Description	Target	Weightage
Critical	Breakdown of PDOA App	95% of the cases to be solved within 2 hours	80%
Major	Integration with existing AAA systems	95% of the cases to be solved within 12 hours	15%
Minor	Any other	90% of the cases to be solved within 24 hours	5%

Overall score will be calculated on the annual basis. 100% TAC support payment on the achievement of more than 95% score. 5% will be deducted for score between 90 to 95%. 10% deduction for score less than 90%.

3.4 Roles and responsibilities of Bidder:

3.4.1 Overview

- i. To commission the Services in a timely and professional manner. Selected Bidder shall use commercially reasonable efforts to provide the Services under this Agreement during all days without any interruption in accordance with industry standards, except where such interruption arises out of, results from, or is related to an event of Force Majeure or other cause or circumstances beyond the reasonable control of BIDDER;
- ii. To arrange to provide, installation and commissioning of all the necessary software and accessories required to provide the Services at its cost and build and maintain the entire solution at RailTel Data Centers and other locations as specified by RailTel. Bidder shall maintain with committed SLA.
- iii. Selected Bidder shall provide the hardware and IT infrastructure sizing for hosting in Data Center. Hardware and other infrastructure for hosting the solution shall be provided by RailTel.
- iv. Selected Bidder shall support the system for duration of contract unless it is terminated before completion of period.

- v. Selected Bidder shall customize the system for necessary enhancements as required by RailTel for duration of the contract.
- vi. Selected bidder shall undertake all development activities related to in-scope applications which it deems necessary for business changes/enhancements or on RailTel's request to improve quality of services at no extra cost.
- vii. Selected bidder should own end-to-end SLA and should co-ordinate with vendors/third party (if any) to maintain SLAs.
- viii. Selected Bidder shall be responsible for periodic updates of the solution deployed at RailTel Data Centers and other locations.
- ix. Compliance to all mandatory government regulations pertaining to network and services deployed by bidder.

3.4.2 All the responsibilities mentioned in the Scope of Work at chapter 3 (clause 3.2).

3.5 Roles and responsibilities of RailTel

- 3.5.1 To facilitate and coordinate with Railways for any of the project related requirement.
- 3.5.2 RailTel will provide all the hardware and other infrastructure including Servers, Networking, LB, Firewall, Storage, Virtualization environment, OS & DB for hosting the applications. Hardware and other infrastructure sizing has to be provided by the bidder.
- 3.5.3 Data Center hosting facilities will be provided by RailTel for hosting of applications.
- 3.5.4 To provide access to RailTel Data Centers and Other locations for commissioning of the required server for hosting the solution. This will extend to the maintenance jobs to be undertaken by the selected bidder.
- 3.5.5 To provide required permissions to staff of selected bidder for access in RailTel Data Centers & other areas.
- 3.5.6 RailTel shall provide approvals & sign-offs to the deliverables within the stipulated time period.
- 3.5.7 RailTel shall direct and monitor the activities performed by the bidder as per the Tender Document and in turn validate the service levels attained as per the SLA.

3.6 TECHNICAL REQUIREMENTS & SPECIFICATIONS

3.6.1 GENERAL SYSTEM GUIDELINES

- a) Tenderer shall be responsible for the successful completion of the project.
- b) Deleted
- c) If during the course of execution of the work any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered, the same shall be referred to the Purchaser/Engineer who shall give his decision in the

matter and issue instructions directing the manner in which the work is to be carried out. The decision of the RailTel shall be final and conclusive and the Tenderer shall carry out the work in accordance thereof.

3.6.2 TECHNICAL RESPONSE

The technical response shall be fully comprehensive and detailed and will include detailed guaranteed specifications. Marginal performance shall not be accepted.

3.6.3 FEATURES AND CAPABILITIES OF SYSTEM

The specifications given in this chapter contain the necessary requirements of RailTel with regard to the features and capabilities of the system to be offered by the Tenderers. These will be carefully studied and commented upon by the Tenderer. These should not be treated as maximum specifications.

3.6.4 COMPLIANCE TO TECHNICAL REQUIREMENTS

3.6.4.1 CLAUSE BY CLAUSE COMPLIANCE

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

- a) "FULLY COMPLIANT," if systems and functions offered fully meet the tender requirement.
- b) Deleted.
- c) "NON COMPLIANT," if systems and functions cannot meet the requirements. The Tenderer shall also state the reasons for it.
- d) In addition to the above mentioned compliance statements, wherever statement is given for some numerical parameter specified in tender, Tenderer shall state the actual numerical value of specification as met by the offered systems / equipment.

3.6.4.2 NIL OR UNCLEAR RESPONSE STATEMENTS

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

3.6.4.3 VARIANCE FROM SPECIFIED REQUIREMENTS

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

3.7 DEPENDENCIES AND RESPONSIBILITY MATRIX

3.7.1 SOLUTION DESIGN OF THE SYSTEM

The deployment location will be Gurgaon Data Centre however location decision will be of RailTel, based on requirement. It will be in the scope of the vendor to technically support RailTel with design parameters, process flow fine tuning, alignment, optimization, escalation matrix definition, SLA rules definition & implementation etc within the limitations of ordered configurations (SOR, Specifications etc.) for successful commissioning of the system. Design of system would include the following:

- a) Provision for integration with other modules / systems as per defined scope of work.
- b) System Designs shall be approved by RailTel before implementation.
- c) The Tenderer shall submit detailed report on the above parameters and complete system design including system performance to meet the technical requirements including codes for customization.

3.7.2 QUALITY ASSURANCE PROGRAMME AND IMPLEMENTATION METHODOLOGY

The tenderer with quality assurance should prepare Implementation Methodology covering:

- a) Supply, installation, customization, UAT, trial runs, Commissioning etc.
- b) Allocation of manpower for different activities.
- c) Submission of PERT chart indicating completion of various activities within targeted time frame.

3.7.3 DEVELOPMENT/MANUFACTURING, SUPPLY AND STORAGE OF EQUIPMENT/ CARDS/ INTERFACES/SOFTWARE

The bidder will be fully responsible for development , Inspection and Supply of software/application and all related items for installation and commissioning of the system.

3.7.4 SITE PREPARATION

Deleted

3.7.5 OUTSIDE PLANT ACCEPTANCE

Deleted

3.7.6 INSTALLATION, INTEGRATION, CUSTOMIZATION, TESTING, TRIAL RUN AND COMMISSIONING OF SYSTEM

The Tenderer shall be fully responsible for Quality Assurance of system & other elements of the system including the following:-

- a) Installation, Integration & Customization of the above said system as per system design.
- b) Integration with the existing system if any.
- c) Testing of the System as specified in the tender document.
- d) Trial run of the System.
- e) Commissioning of the System.

3.7.7 TRAINING OF PURCHASER'S PERSONNEL

Training on the System shall be provided by the Tenderer as per details given in the schedule of requirement and the tender document.

Admin and User Training shall be provided by OEM/OSS SERVICE PROVIDER certified personnel qualified for the offered product.

3.7.8 FINAL COMMISSIONING

The System shall be considered to be commissioned only after successful completion of the running of system and after issuance of Final Acceptance Certificate (FAC).

Any item of Tenderer's goods/services not specifically mentioned, but considered essential for completion/commissioning of the work in all respects shall be deemed to be included in the scope of work. The tenderer may bring out any additional requirement and quote the price for the same as per the relevant SOR item, otherwise, it shall be required to be supplied by the tenderer free of cost.

3.8 PROJECT PLAN

Time is of essence in this project and bidder is requested to specify the time frame for implementation along with a detailed breakup. RailTel wants to roll out all deliverables within the time period as mentioned in para 11 below :

S. N.	Description
1	The Bidder must describe its project organization and project model.
2	The response shall contain a roadmap for proposed solution.
3	A project specification must be delivered during the first phase of the project. It should include at least the following: - Goals: goal of the project including quality, strategy and limitations. - Plans: time schedule and deployment plan. - Resources: resource plan including personnel, roles and responsibilities, strategy for

	communication and progress reporting. - Quality: authorities, document control, reviews, change requests. - Risk Analysis.												
4	The responsibility matrix (for Selected partner and) document has to be attached separately in the Solution Proposal.												
5	The Bidder must specify a time schedule for the project. The time schedule should be divided into suitable milestones.												
6	A test and acceptance plan must be delivered in the beginning of the project. Acceptance test specifications shall be prepared by the bidder and approved by RailTel..												
7	A project handover document has to be provided by the Bidder mentioning the Project goal, Acceptance Test status. If all tests are passed only then the Project can be handed over to Operation and to the Support team of Bidder .												
8	A test acceptance plan must be delivered in the beginning of the project. It should include at least following: - Test methodology - Test criteria - Test cases - When: plan for tests concerning milestones - Where: in the development system or a dedicated test system - How: specify requirements on personnel during the tests												
9	An acceptance test specification must be delivered two weeks before the start of every acceptance test. The test cases have to be conducted successfully by system integrator itself, before offering for UAT. The test cases should map the requirements in this specification. The finalized Test Specifications have to be signed off by as well, prior to performing the Acceptance Test.												
10	The bidder must conduct user workshops for requirement gatherings initially and as & when required.												
11	Project delivery milestones – <table><tr><th>Milestones</th><th>Description</th><th>Timeline</th></tr><tr><td>1</td><td>Launch of PM WANI, Mobile App, Self-care on Mobile App and Integrations with existing AAA system of Station WiFi</td><td>T0 + 1 month</td></tr><tr><td>2</td><td>Integrations with existing IT back end system as per the scope 3.2.3.2 to support PDO</td><td>T0 + 2 months</td></tr><tr><td>3</td><td>Integration with the Wifi roaming bridge for PMWANI</td><td>With in 2 months of requirement notification</td></tr></table> Note : (i) T0 is the date of LOA issued to successful bidder. (ii) TAC support will start from the date of launch of PM WANI	Milestones	Description	Timeline	1	Launch of PM WANI, Mobile App, Self-care on Mobile App and Integrations with existing AAA system of Station WiFi	T0 + 1 month	2	Integrations with existing IT back end system as per the scope 3.2.3.2 to support PDO	T0 + 2 months	3	Integration with the Wifi roaming bridge for PMWANI	With in 2 months of requirement notification
Milestones	Description	Timeline											
1	Launch of PM WANI, Mobile App, Self-care on Mobile App and Integrations with existing AAA system of Station WiFi	T0 + 1 month											
2	Integrations with existing IT back end system as per the scope 3.2.3.2 to support PDO	T0 + 2 months											
3	Integration with the Wifi roaming bridge for PMWANI	With in 2 months of requirement notification											

3.9 Basic Definitions and terminology Used

RailTel: RailTel Corporation of India Limited

WANI : Wi-Fi Access Network Interface

PDO : Public Data Office

PDOA : Public Data Office Aggregator

Purchaser : Here purchase is RailTel

LOA : Letter of Acceptance

OEM : Original Equipment Manufacturer

TAC support : Technical Assistance center support.

PAC : Provisional Acceptance Certificate

FAC : Final Acceptance Certificate

SLA : Service Level Agreement

Contractor: Contractor means firm/company whom equipment's 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 equipment's / systems / network / software 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 TAC SUPPORT contract.

3.10 INSTALLATION, TESTING AND COMMISSIONING

3.10.1 TESTS AND MEASUREMENTS: Not Used.

3.10.2 TEST CATEGORIES

3.10.2.1 Deleted.

3.10.2.2 These tests shall be carried out on all software/system/application supplied by Tenderer including those supplied by sub-vendors, if any. Tenderer shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

3.10.2.3 All technical personnel assigned by Tenderer shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere or be interfered by other concurrent testing, construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by Purchaser/Engineer.

3.10.3 **Test Plan:** The Contractor shall submit to Purchaser 'Test Plans' well in advance of commencement of actual testing in each of the above mentioned test categories.

The plans shall include:

- a. System/Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.
- b. Test procedures (including time schedule for the tests) and identification of test inputs details and desired/expected test results.

3.10.4 **Test Report:** The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by Tenderer. The Test Reports shall be given for each equipment/item and system as a whole. The report shall contain the following information to a minimum:

- i) Test results.
- ii) Comparison of test results and anticipated/expected (as per specifications) test result as given in test plans and reasons for deviations, if any.
- iii) The data furnished shall prove convincingly that:
 - a. The system meets the Guaranteed Performance objectives.
 - b. Mechanical and Electrical limits were not exceeded.
 - c. Failure profile of the system during the tests are well within the specified limits.

3.10.5 **Failure of Components of the System/ Software/ Application:**

Till the system is accepted by the Purchaser, a log of each and every failure of components of the system/software/application shall be maintained. It shall give the date and time of failure, description of failed component with module, component designation, effect of failure of component on the system, cause of failure, date and time of repair, mean time to repair etc. Detailed documentation for the same shall be submitted to Purchaser for future reference.

If the malfunction and/or failures of a unit/module/sub-system/equipment repeat during the test, the test shall be terminated and tenderer shall replace the necessary component or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start.

If after the replacement the system/software/application still fails to meet the specification, tenderer shall replace the system/software/application with a new one and tests shall begin all over again. If a unit/ subsystem/module have failed

during the test, the test shall be suspended and restarted all over again only after the Tenderer has placed the system back into acceptable operation. Purchaser's approval shall be obtained for any allowable logical time required to replace the failed component/unit/module/sub-system.

3.10.6 Re-adjustments

No adjustments shall be made to system/software/application during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, Tenderer shall carry out only those readjustment needed to ready the system for continuance of tests. A log of all such adjustments shall be kept giving date and time, module, adjustments, reasons, test result before and after adjustment etc. Fresh acceptance tests shall be conducted after the readjustments have been completed.

3.10.7 INSTALLATION

Installation of a system / software /application comprises of the following functionalities:

- (a) Basic product functionalities for usage and administration.
- (b) HA failover test.
- (c) System recovery through backup.
- (d) Reporting and dash-boarding functionality.
- (e) Data continuity check from third party system.

The system/ software/ application shall be checked for completeness as per the specifications. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

Tenderer shall indicate the number of teams and the list of software/application for each team to be deployed for installation of the system in order to complete the work within the stipulated time frame.

A detailed time schedule for these activities shall be submitted by Tenderer to Purchaser/Engineer to enable their representatives to be associated with the job.

Tenderer shall supply all installation materials required for proper installation of the system/software/application.

The bidder has to ensure that installation of system/software/application shall be done as to present neat and clean appearance in accordance with approved installation document drawings.

3.10.8 PRE-COMMISSIONING

On completion of installation of system/software/application, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the Tenderer on his own.

A list of Pre-Commissioning tests (same as approved by the Purchaser/Engineer for Site Acceptance Testing) and activities shall be prepared by Tenderer and the test shall be carried out by the Tenderer on his own. After the tests have been conducted to the Tenderer own satisfaction, the Tenderer shall provide the test results for review by Purchaser/Engineer and then offer the system for Site Acceptance Testing.

During pre-commissioning, if any fault occurs to system/software/application, Tenderer shall identify the same and provide report/history of all faults to the Purchaser.

3.10.9 USER ACCEPTANCE TESTING (UAT)

On completion of Pre-commissioning and completion of customization, user acceptance testing shall be conducted on the system as per approved procedures and its constituents by the Tenderer under the presence of Purchaser/Engineer.

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

- a) Checks for proper installation as per the approved installation.
- b) Guaranteed performance specifications of individual system/software/application.
- c) Deleted
- d) Tests as per scope of work and detailed technical specifications.
- e) Acceptance criteria as defined in SOW shall only act as precursor to the detailed acceptance criteria's to be formulated as outcome of workshops and as agreed in the signed off business requirement document.
- f) System tests on END TO END for the system, all complete.

3.10.10 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

On Installation of the complete system and after conclusion of UAT, Provisional Acceptance Certificate (PAC) will be issued by the GGM/Marketing, RailTel CO, so that trial run/ field trials can be started. PAC for each milestones may be issued separately.

PAC will not be held back for want of minor deficiencies not affecting the functioning of the equipment. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month. System shall be considered commissioned after issue of PAC.

3.10.11 SPARES

- Maintenance Spares

Deleted

- Commissioning spares

Deleted

3.10.12 TRIAL RUN/USER TRIALS

Upon conclusion of the site acceptance testing, the Tenderer shall keep the facilities commissioned for one month for 'TRIAL RUN/USER TRIALS'. During this period Tenderer shall provide all specialist Engineers & Technicians including experts to maintain the total log, incidents, failures & for assisting site engineer & for total co-ordination. However, the normal operation and maintenance of the system shall be performed by the personnel of the Purchaser trained for the purpose.

If during 'TRIAL RUN/USER TRIALS' any defect is noted in the system, the Tenderer shall rectify, replace the same to the satisfaction of Purchaser/Engineer. The decision to repeat the final test or restart the 'Trial / Field Trials' shall be of Purchaser/Engineer depending upon the severity of the defect.

During trial run / user trial, if any fault occurs to any component of system, Tenderer shall identify and rectify the same and provide report, history of all faults to the Purchaser.

Ideally, during the 'TRIAL RUN / USER TRIALS', no shutdown of the system due to failure etc. should happen. A record of all failures shall be kept for each manned/unmanned station and the availability of the system on per hop and end to End basis shall be calculated, accordingly and results submitted to Purchaser/engineer. If the system fails to come up to the guaranteed performance, the Tenderer, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the Tenderer. In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages. If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser shall be free to take any action as he deems fit against the Tenderer and to bring the system to the guaranteed performance with the help of third party at the expense of the Tenderer.

3.10.13 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 (i.e. the date of Final Acceptance shall be reckoned from the date of issue of the Final Acceptance Certificate of the last installed equipment/module) provided in any case that contractor has complied fully with his obligations in respect of each item under the contract, however FAC would not be held back on account of delay at RailTel end. The Final Acceptance Certificate shall be issued by GGM/Mktg, RailTel/CO. 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.

3.10.14 **QUALITY ASSURANCE**

- a. Tenderer shall submit the details of Quality Assurance program followed by them beginning with components, softwares and application etc. to finished product. Tenderer shall obtain and forward the Quality Assurance Program for system/software/application supplied by Sub-vendor, if any.
- b. The Purchaser/engineer reserves the right to inspect and test each software/application module at all stages of commissioning of the system. The inspection and testing shall include components, softwares and application with guaranteed performance specifications etc.
- c. It shall be explicitly understood that under no circumstances shall any approval of the Purchaser/Engineer relieve the Tenderer of his responsibility for design, quality assurance and the guaranteed performance of the system and its constituents.
- d. Tenderer shall invite the Purchaser/Engineer, at least 7 days in advance, of the date at which system shall be ready for Testing. All relevant documents and manuals approved Engineering drawings etc. shall be available with the Purchaser/Engineer well in advance of the start of Testing.

3.10.15 **TYPE TEST:**

Deleted

3.11 **TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION AND DESIGN GUIDELINES**

3.11.1 **TRAINING**

Tenderer shall train personnel of Purchaser/engineer in all aspects of the system.

It shall be explicitly understood, that Purchaser's/Engineer's personnel shall be fully associated during Engineering, Installation, Testing and Commissioning activities and this opportunity shall be taken by Tenderer to impart on the job training in addition to the above training course.

The training course shall be designed to train the trainees in all aspects of System engineering, system operation, installation and functional details, theory of operation of system, trouble shooting and familiarization with the system at component level.

Tenderer shall provide comprehensive documentation in hard copy as well as soft copy, course material (for train the trainer program), manuals, literature etc. as required for proper training of personnel at his own cost. Consolidated and comprehensive documentation shall be available to each participant. After the completion of course, all such materials shall become the property of the PURCHASER. Tenderer shall update the course material of manuals in case there are any changes owing to revision/modifications in system specifications.

Tenderer shall, prior to start of training, send complete training program including details of each course, duration, subject matter etc. The Purchaser/Engineer reserves their right to suggest any additions/deletions in the program, which shall be incorporated by the Tenderer at no additional cost.

3.11.2 VENDOR DATA REQUIREMENT AND DOCUMENTATION

Following documents need to be provided –

- a) Deployment architecture.
- b) User guide – Use mobile App, , Interconnect settlement, Analytics etc.
- c) Trouble shooting/repairs procedures including failure analysis

3.11.3 DESIGN GUIDELINES

Deleted.



4 CHAPTER-4

4.1 COMMERCIAL TERMS & CONDITIONS

4.1.1 Offer letter and Validity of offer

4.1.1.1 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 services, associated technical literature, quantity and prices etc.

4.1.1.2 The offer should remain valid for a minimum period from the date of opening of tender including the date of opening as indicated in Bid Data Sheet (BDS) Chapter 6.

4.1.2 **Maintenance Supervision:** Not Used.

4.1.3 Annual Maintenance Contract

Deleted

4.1.4 Delivery Period

The materials/services as per SOR are required to be delivered within period and at location as indicated in Bid Data Sheet (BDS, Chapter 6).

Tenderer will be given extra time for installation & commissioning to be decided in mutual consultation with RailTel. The installation and commissioning shall, however, be completed within period as indicated in Bid Data Sheet (BDS, Chapter 6). For items that cannot be installed for want of site readiness or as per the decision of RailTel, the same have to be returned to RailTel stores by the Tenderer. Road permit will be facilitated by RailTel and shall issue necessary request letter etc. Tenderer are required to obtain the road permit. However, it has no bearing on delivery period.

4.1.5 RailTel Region's Details: Not Used.

4.2 Payment Terms

4.2.1 Below is the schedule of payment is linked to the project milestones (defined as item 1 and 2 here) :

SN	Description	Payment to be made
1	On completion of project delivery milestone 1 and 2	90 % of SOR A *
2	TAC support – SOR B (2)	Annual payment after services are delivered

3	100 man days effort – SOR B (3)	Payment after services are delivered - as and when required and delivered
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4.2.2 The payment against first line items will be released after issuing PAC to the bidder for the respective milestones . *10% of the payment against first & second line (1 and 2) items will be kept on hold and will be released after the issuing FAC to the bidder. In case, any milestone is not completed and reason for its completion is on the account of RailTel, than RailTel may consider pre closure of the work and issue FAC for the completed work/services to the bidder.

4.2.3 Accounting unit/bill passing unit for the supplies under SOR is GGM/Mktg, RailTel/CO. Bills to be submitted to the GGM/Mktg for certifying receipt of material & services, for passing for payment.

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

4.3 Performance Bank Guarantee (Security Deposit)

4.3.1 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 warranty period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

4.3.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Annexure-A of Chapter-7. If the delivery period gets extended, the PBG should also be extended appropriately.

4.3.3 The Performance Bank Guarantee (security deposit) will bear no interest.

4.3.4 This PBG would be released after satisfactory completion of contract.

4.3.5 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.

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

4.3.7 Any PBG upto 5 lacs shall be accepted through Bank Transfer/DD only.

4.4 Taxes & Duties

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 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.
- 4.4.6 Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 4.4.7 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.
- 4.4.8 In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 4.4.9 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.

4.4.10 In case of imported equipment:-

Deleted

4.4.11 Evaluation Criteria:-

The offer 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.

4.4.12 Insurance

Deleted

4.4.13 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 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.

4.4.14 Transportation

Deleted

4.4.15 Statutory Deduction

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

4.4.16 Foreign Exchange & Custom Clearance

4.4.16.1 Import license, if required, will be provided to the contractor in connection with this contract.

4.4.16.2 Bidder while quoting the prices shall include all expenses like custom duty, anti-dumping duty etc. leviable (will indicate the current prevalent rates), custom handling charges, storage, transportation, insurance, etc. in the quoted prices.

In case, Custom duty is to be paid by RailTel directly to custom authorities, such custom duty paid by RailTel shall be deducted from the next bill of supplier/tenderer. Supplier shall, however, have to undertake custom clearance on behalf of RailTel.

4.4.17 Consortium & Joint Venture Bids

Deleted

4.5 System Performance Guarantee

- 4.5.1 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.
- 4.5.2 This certificate in the Proforma given in clause 7.4, Annexure-D shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

4.6 Security Considerations & Security Agreement

- 4.6.1 The system shall become integral part of RailTel's network, which already serving the requirement of NIC for National Knowledge Network and further requirement of defence and other strategic sectors of government. While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 4.6.2 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, the successful tenderer (SI/OEM/OSS SERVICE PROVIDER) shall comply with the provisions stated in such directives and shall have to enter into an agreement with RailTel. **The tenderer must submit a declaration along with their bid for compliance of this clause.**

4.7 Purchaser's Right to Vary Quantities

- 4.7.1 Deleted

4.8 Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid

- 4.8.1 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.

4.9 Execution of LOA/Sub PO/PO

- 4.9.1 The quantities of items indicated in the schedule of Requirements, are indicative. Purchaser will issue an LOA to the successful bidder for the quantities indicated in Schedule of Requirements.

- 4.9.2 The issue of LOA in favour of the successful bidder shall constitute the intention of the purchaser to enter into contract with the bidder.
- 4.9.3 The successful bidder has to submit the copy of the LOA duly signed on each page including Annexures, if any as a token of acceptance & will submit the Performance Bank Guarantee as per this tender document for due fulfillment of the LOA.
- 4.9.4 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.
- 4.9.5 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.

4.10 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.

4.11 Earnest Money Deposit (EMD)/ Bid Security

- 4.11.1 **All the Bidder/OEM are required to deposit Tender Cost and EMD amount as mentioned in BDS through DD 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.**
- 4.11.2 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.
- 4.11.3 Offers without complete amount of Earnest Money shall be summarily rejected.
- 4.11.4 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.
- 4.11.5 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).

4.11.6 Earnest Money will bear no interest.

4.11.7 For Micro and Small Enterprises (MSEs)

Deleted

4.12 Tender Fee

Tender fee of Rs.2950/- (Rs. Two Thousand Nine Hundred Fifty only) (incl GST) in the form of DD/ Bankers cheque in original in favour of RailTel Corporation of India, Payable at New Delhi. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD) must be submitted before bid submission date or along with bid documents. The cost of tender document is non-refundable and the tender document is non-transferable.

4.13 Offer/Bid Prices

4.13.1 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.

4.13.2 The breakup of price of each item of SOR in terms of basic Unit price, GST, Freight, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.

4.13.3 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.

4.13.4 **Fall Clause:-** The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of Advanced purchase order, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

4.14 Clause wise Compliance

Clause wise compliance statement of complete Tender Document shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses, if required.

4.15 Inspection: Deleted

4.16 Force Majeure

4.16.1 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.

4.16.2 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.

4.17 Settlement of Disputes and Arbitration

If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavor to resolve the matter; however if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party then the matter shall be submitted by either party to Arbitration.

4.17.1 Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

4.17.2 The arbitration shall be conducted by a sole arbitrator appointed by CMD/RailTel.

4.17.3 The arbitration proceedings shall be conducted in the English language.

28.1 The decision of the arbitrator thereon shall be final, conclusive and binding on both the parties to the Agreement.

- 4.17.4 Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

4.18 Governing Laws

The LOA/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.

4.19 Termination for Default

- 4.19.1 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.

4.20 Risk & Cost

If the contractor fails to deliver the equipment/system or honour the contractual commitment within the period fixed for such delivery in the contract, the Purchaser may terminate the Purchase order/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.

4.21 Limitation of Liability

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.

4.22 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.

4.23 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.

4.24 Pre- Bid Conference & Clarification Requests

Considering the urgency of work/services, no pre bid conference is scheduled. However, in case any bidder want clarification, he may ask the same vide email 48hrs prior to the time of submission of bid.

4.25 Submission of Offers

4.25.1 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

4.25.2 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.

4.25.3 Bids has to be submitted a single envelope, consisting of the following documents:

- 1) Offer Letter as per chapter 1.
- 2) Tender Fee as per clause 4.12 . .
- 3) Price bid - **“Price Bid”** Shall contain the price of each item quoted exactly according to the proforma and schedule of requirements given in chapter-2. Bidder is also required to provide BOM including item wise pricing along with the price bid.
- 4) EMD as per clause 4.11 .
- 5) Deleted.
- 6) Power of Attorney as per clause 4.25.4 (c) of this chapter.
- 7) Clause wise compliance to tender conditions as per clause 4.14
- 8) System Performance Guarantee as per clause 4.5, (format in Annexure - D)
- 9) Deleted
- 10) Affidavit as per clause 4.27.2, in the format provide in Annexure-C of this tender document.
- 11) Any other information desired to be submitted by the tenderer.

- 12) Bidder to submit declaration for compliance of clause 4.6 along with their bid.

4.25.4 Bid submission and Opening date

- a. The bid should be submitted along with Credential/Techno commercial & Price bid document (all documents).
- b. Power of attorney in favour of the signatory duly authorizing the signatory shall be submitted to the tendering authority before the due date and time of submission of the Tender
- c. The tenderer's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS). The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Tender Opening Event.
- d. Bids received after due date and time shall be summarily rejected and shall not be opened.

4.25.5 Opening of Tender

Tenderer's Bid will be opened on specified date & time as mentioned in BDS Chapter 6 of the tender in presence of such Tenderers/Representatives who choose to be present.

4.25.6 Non-Transferability & Non-Refundability

The tender documents are not transferable. The cost of tender paper is not refundable.

4.25.7 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.

4.25.8 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.

- 4.25.9 The envelope containing offline documents shall be addressed to the Purchaser at the following address:

Group General Manager- Marketing

RailTel Corporation of India Ltd.

6th floor, Tower II East Kidwai Nagar,
Plate-A, Kidwai Nagar, New Delhi,
Delhi 110023

4.25.10 The envelope shall bear name of the tender, the tender no. and the words
“DO NOT OPEN BEFORE” (due date).

4.25.11 In case the date of opening happens to be a holiday, the tender will be
received and opened at the same time on the next working day.

4.26 GST Clause

4.26.1 The imposition of any new and/or increase in the aforesaid taxes, duties levies
(including fresh imposition of any other Tax like Goods and Service Tax-GST) is
imposed by Statute, after the last stipulated date for the receipt of tender including
extensions if any and the bidder thereupon 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 bidder 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 further 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 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 local/state/Central
Government authorities or to labourers as may be applicable.

4.26.2 After Imposition of GST as explained in Clause 31.4 above, bidder shall issue
cenvatable invoice to RailTel for availing proper credit of CGST / SGST / IGST.
GST will not be reimbursed in the absence of cenvtable invoice.

4.26.3 The break-up of each item of SOR in terms of basic unit price, Excise Duty,
Sales Tax, Freight, Custom Duty, Forwarding, Packing Insurance and any other
Levies/ Charges already paid or payable by the bidder shall be quoted in the SOR.
Bidder has to quote all inclusive rates (with Tax Break-up). Even after the
introduction of GST, all inclusive unit rates payable will not exceed the all-
inclusive rates offered by the bidder. However if rates are reduced in the current
tax structure the bidder has to pass on the benefit to RailTel.

4.27 System of Verification of Tenderer's credentials

Deleted

5 CHAPTER-5

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6 CHAPTER-6

6.1 BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document COMMERCIAL TERMS & CONDITIONS.

Clause	Description		
Clause 1.1.1.2, Chapter-4	Validity of offer 180 days.		
Clause 3.8	Delivery Period and Completion Period		
	Milestones	Description	Timeline
	1	Launch of PM WANI, Mobile App, Self-care on Mobile App and Integrations with existing AAA system of Station WiFi	T0 + 1 month
	2	Integrations with existing IT back end system as per the scope 3.2.3.2 to support PDO	T0 + 2 months
	3	Integration with the Wifi roaming bridge for PMWANI	With in 2 months of requirement notification
	Note : (i) T0 is the date of LOA issued to successful bidder. (ii) TAC support will start from the date of launch of PM WANI		
Clause 4.3, Chapter-4	Performance Bank Guarantee (Security Deposit) 3% of value of LOA amount		
Clause 4.4.16, Chapter-4	Foreign Exchange & Custom Clearance Payment shall be made in INR only		
Clause 5.1.1, Chapter-5	Pre-Qualification Criteria (PQC) Deleted		
Clause 5.1.1.1, Chapter-5	Turnover Deleted		
Clause 4.13, Chapter-4	Offer/Bid Prices Offers in Indian Rupees (INR) only will be accepted		
Clause 4.7.2, Chapter-4	Purchaser's Right to Vary Quantities Deleted		

Clause	Description
Clause 4.11, Chapter-4	Earnest Money Deposit (EMD) /Bid Security Rs. 80,000
Clause 4.25.4, Chapter-4	Last Date of Submission of Offer Date: 04.10.2022 Time: 15:00 hours Venue: same as above
Clause 4.25.4, Chapter-4	Date of Opening of Tender Date: 04.10.2022 Time: 15:30 hours Venue: same as above

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.

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7 CHAPTER-7

7.1 Annexure A : 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 Ltd, Corporate Office, 6th Floor, Office Block Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Here in after called “ the 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 total cost of ownership for the due fulfilment by the said contractor s) of the terms and conditions contained in the said Agreement, or 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 detailed address of local New Delhi branch with code no.) do hereby undertake to pay the amount 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) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.
4. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.
5. 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 (1) We shall be discharged from all liability under this Guarantee thereafter.
6. 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

Tender No. RAILTEL/TENDER/ST/CO/Marketing/2022-23/PM-WANI/07 dated 23.09.2022

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.

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

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

9. We, (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

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**7.2 Annexure B : EMD DECLARATION LETTER
Deleted**

**7.3 Annexure C : FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY
TENDERER ALONG WITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of 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 Corporation of India Ltd.), 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 have verified the content of the document and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and 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 along with the offer and same shall be binding upon me/us.**
6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to banning of business for five year on entire 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, along with forfeiture of SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

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7.4 Annexure D : System Performance Guarantee format

(On Stamp Paper of Rs. one hundred)

Group General Manager/Marketing,
RailTel Corporation of India Limited
6th floor, Tower II East Kidwai Nagar,
Plate-A, Kidwai Nagar, New Delhi,
Delhi 110023

Tender reference no.:

I / We hereby guarantee that the tender requirement, on the basis of which we have submitted our tender no. has been carefully read and complied in our offer 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.



8 Chapter 8

8.1 Detailed standard conditions applicable for the TAC Support Engineer

8.1.1 Introduction

This document contains the standard conditions applicable for the TAC Support between RailTel and the Contractor. Contractor is defined as the company whose products/ equipment's have been deployed over the RailTel telecommunication network and the warranty of these equipment's has expired or going to be expire shortly. All the equipment's/ cards/ modules given in SOR will be covered under this contract. This TAC Support will cover up the provision of remote services to be

provided by the contractor for proper working of Network created through the contractor's equipment's. 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 use of the system. 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 TAC Support will cover the following services:

- **Technical Support service.**
- **Software Updates/Upgrades.**

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.

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”.

8.1.2 Technical Support Service:-

During this TAC SUPPORT 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 / OSS SERVICE PROVIDER 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.

8.2 Contractor's responsibilities

Contractor shall login RailTel Network / system 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:

- 8.2.1.1 Troubleshoot system 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.
- 8.2.1.2 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, will receive information, advice and assistance for the Maintained Products.
- 8.2.1.3 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.
- 8.2.1.4 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.
- 8.2.1.5 The in-charge of the System shall fill up the history sheet containing the statistics about the health of system installed at the concerned site and send a report to the Data Center / CNOC, where the contractors engineer is posted, on monthly basis. Based on this history sheet the supplier shall analyze the health report of each equipment / sub-system and if something alarming or unusual is noticed, shall advise the concerned staff of RCIL to take necessary actions for preventive maintenance of such equipments. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

8.2.1.6 Software Update:

RailTel will be extended the benefits of software updates made by OEM / OSS SERVICE PROVIDER 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 TAC SUPPORT .

8.3 RailTel Responsibilities

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.

8.3.1 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.

8.3.2 RailTel will provide remote access to Contractor's TSC to access their network in case of critical issues.

8.3.3 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.

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

8.4 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.

8.5 Technical Support Services

8.5.1 General

Detailed description of support methodology shall be given by the tenderer. This should include information about:

- Helpdesk/Call Centre management
- Support levels and functions
- Locations
- Types of Support

8.5.2 Version support

- TAC SUPPORT includes all version updates and upgrades.
- RailTel reserves the right not to major upgrade to your product version during mentioned lifecycle of the product as specified in tender, will there be an impact on support services. Please specify.

8.5.3 Software Support Service

• Inclusions

The support for software to be provided by the supplier will include, at no additional cost to RailTel, the following services:

- A) The provision of new updates (eg. Patches, firmware, etc) for the equipment,
- B) Delivery of:
 - i) Updates urgently in response to any fault resolution and/or major software security vulnerabilities as defined by the customer or other bodies as deemed appropriate by RailTel.
 - ii) Updates on a regular basis with respect to improvements, general security issues, and/or bug corrections.
- C) Ensuring that new updates are compatible with RailTel's networks & OSS systems
- D) Ensuring that new updates are compatible with existing software patches
- E) Verifying of solutions (where possible to reduce) within the maintenance or correction packages delivered by supplier for faults reported by the customer, to be performed jointly with RailTel
- F) Basic testing of updates to be performed jointly with RailTel
- G) Providing remote access diagnostics and fault resolution
- H) All applications to be supplied should be state of art and must not be N-1 version (N being latest version). The applications must be supported at least for 10 years from the date of supply, without impacting any SLAs.
- I) It should be possible to forklift (port) all the customizations in version upgrade without requirement of re-writing the existing customizations.
- J) Providing RailTel with information about any updates immediately upon availability. Such information must include:
 - i) The content
 - ii) Nature of improvement with any feature definition
 - iii) Impact to the existing system supplied by the supplier to RailTel;
 - iv) A schedule of availability of each new update;
 - v) Any dependencies on third party systems or software citing relevant versions, levels and hardware or software configuration requirements;
 - vi) Any revised documentation ;and
 - vii) Any other information which will enable RailTel to determine the feasibility to skip the updates or to wait for the next upgrade for the systems.
- K) Ensuring that installation of any Update will not cause and unplanned fault, service outage or service degradation (effect to the system) and will be carried out by the supplier at no additional cost to RailTel.
- L) Constantly review the latest security patches available and recommend such security patches to be implemented.

- **Software Update Rejected**

If RailTel decides not to implement a new update (maintenance packages or emergency corrections) for any reason then:

- a) The supplier is still required to provide support for the then current version of software being used by RailTel;
- b) The parties must discuss the consequence of RailTel not installing such update.

- **Updates Accepted**

If RailTel decides to implement a new update then:

- a) If the update fails to perform in accordance with the specifications during operation in RailTel's network then RailTel reserves the right to revert to the previous version. The supplier must continue to support that previous version;
- b) The supplier must assist RailTel in any post-implementation monitoring which RailTel may conduct after a new update; and
- c) The supplier shall provide the relevant feature description pertaining to the new features or enhancements introduced by the updates.

8.5.4 Operations post UAT, including enhancements required

The TAC support (for 24*7) need to manage the solution UAT. Following are key tasks to be carried out during 5 years operations:

- Data continuity from different data sources have to be monitored and same needs to be automated. New and/or proposed integrations as mentioned in platform architecture has to be implemented by winning bidder, for the tools to be supplied
- User ID creation with privileges.
- Platform upkeep, regular version upgrades, updates, capacity check and expansion (hardware and software) will form part of deliverable scope.
- All housekeeping activities such as regular system health check, security check, backup etc is understood to be part of the MS responsibility.

8.5.5 Support overview

- Operations personnel shall have to operate from data centre premise of RailTel. SMEs can remain off-site.
- Enhancements definition – Traditionally OSS users get enlightened post they start using the OSS solution. The enhancement is defined as addition/deletion/modification of existing reports, dashboards, correlation rules etc. Enhancements will be incremental requirements post UAT.
- SMEs for enhancements and/or configuration changes, will have to operate from office premises belonging to RailTel.
- Bidder shall use the same ticketing system as the users which will allow end user to log Incident, and CR. Approval process for CR will be automated through ticketing system.
- Incident should be auto generated from system alarm/alerts. Any user may also log an incident based on his problem.
- All incident time should be with system time stamp and hardware uptime report will be provided at the end of month.
- Performance degradation to the extent of not being usable is at the discretion of user community SPOC. This will be counted towards service not being available.

8.5.6 Targeted SLA for TAC:

All SLAs are to be computed on quarterly basis. The SLAs for **Service availability** during each quarter will be calculated as defined below-

	Target
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Critical	Breakdown of PDOA &/or User App, Billing/Invoicing	95% of the cases to be solved within 2 hours
Major	PDOs App,	95% of the cases to be solved within 12 hours
Minor	Any other	95% of the cases to be solved within 24 hours

Note: One platform is defined as one independent computing entity.

8.6 TAC Engineer – Bug fixing, configuration changes, minor enhancements and Training responsibility

Traditionally users get enlightened post they start using the solution. The enhancement & customization is defined as addition/deletion/modification of existing features as per the RailTel requirement and functionality. TAC Support engineer has to fix the bugs and resolves issues related to the installation, commissioning and operationalization of system, impart training to the users etc. User login creation/deletion/modification, giving rights to users, minor changes/modifications in Mobile App, White leveling, UI, dashboard and reports will have to be done under TAC support.

Major enhancements post UAT, will be done

8.6.1 Responsibility Matrix of Support Engineer :

1. Enhancement work would include change request, customization, and new reports.
2. Engineer will document the design and customization and submit for approval
3. Engineer will implement customizations and roll out. Will also hand hold users for training.
4. Onsite Engineer will be available for onsite troubleshooting, which requires intervention by L2/L3 engineer, in coordination with backend team of OEM/OSS SERVICE PROVIDER for resolution.
5. In case of exceptional circumstance/critical issues related to system usability, TAC engineer may have to come to RailTel site, if required for issues which are not getting solved.

8.7 Knowledge Transfer for Management of Solution

1. **System Monitoring.**
2. **System Management misbehaviors** and malfunctions.
3. Take corrective action
4. Support for all planned activities.
5. Follow up with respective teams to resolve the system issues.

6. Escalation to respective managers for long pending system issues and opened service request with vendor.
7. work to correct system troubles and restore if appropriate and feasible.
8. Conduct day to day operation in accordance to RailTel's policy and recommended procedures.

8.8 General Terms and Conditions Applicable

- i) The selection of the Engineer will be done by Contractor jointly with RailTel. RailTel will nominate their officer/s for interviewing the candidates.
- ii) The above support offerings will be on 24x7x365 basis.
- iii) The Engineer must be equipped with all necessary facilities/equipment's such as Laptop, mobile telephone, data card, Internet connection; conveyance accommodation etc.
- iv) In case of requirements from contractor to log in to the system remotely, RailTel would provide access to the system through secured data communication.
- v) In case of unsatisfactory service, the Engineer will be withdrawn and replaced by a suitable one with a clear notice of 15 days.

8.9 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.

8.10 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 from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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.

8.17 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.

*****End of tender document*****

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