



RAILTEL CORPORATION OF INDIA LIMITED (RCIL)

**Invites open e-tender for and on behalf of
RAILTEL ENTERPRISE LIMITED (REL)**

and

INDIAN RAILWAYS

ELECTRONIC TENDER DOCUMENT

FOR

“Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways”

OPEN TENDER

**E-निविदासंख्या RailTel/Tender/OT/CO/P/2018-19/Video Management System/471
E-Tender No. RailTel/Tender/OT/CO/P/2018-19/Video Management System/471**

**निविदादस्तावेजकीकीमत: रु.11,800/- (टैक्ससहित)
Cost of Tender Document: INR. 11,800/- (Including Taxes)**



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OPEN TENDER NOTICE

E-Tender No. RailTel/Tender/OT/CO/P/2018-19/Video Management System/471 Dated: 21.02.2019

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) System for **“Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of REL and Indian Railways”.**

The details are as under: -

a)	Closing date for Submission of E-Bids	Up to 15:00 hrs. of 15.03.2019(online)
b)	Date of opening of E-Bids	Up to 15:30 hrs. of 15.03.2019 (online)
c)	Earnest Money Deposit (EMD) #	Rs. 4.19 Lakhs**
d)	Cost of Tender Document #	Rs. 11,800/- (Including Taxes)

Eligible MSEs are exempted from cost of Tender Documents and EMD, more details are given in clause 4.A.23, chapter-4.

Note: Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://www.ireps.gov.in>. For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS e-portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

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

For RailTel Corporation of India Ltd.

(Shaminder Singh)
Executive Director/Project

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CHAPTER-1

OFFER LETTER

RailTel Corporation of India Ltd.,
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003

1. I/We _____ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **120 days** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within 45 days from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. Earnest Money of Rs..... has been submitted through IREPS portal with the following transaction details:

The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **specified days as per tender** after issue of Purchase Order/LOA.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

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CHAPTER- 2
SCHEDULE OF REQUIREMENT

SN.	Description of Item	Unit	Qty.	Unit Rate in Fig (in Rs.)	Total Cost in Fig. (in Rs.)	Unit Rate in words (in Rs.)	Total Cost in words (in Rs)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Supply of software (per camera basis) for video management software and video recording software as per technical specification and functional requirement defined in chapter-8, including all software & application requirements i.e. Operating System, database, firmware etc. required to make VMS operational bundled into camera license cost. Existing server hardware of RDSO specification no. RDSO/SPN/TC /65, Rev. 3.0/4.0/5.0 or latest with all amendments will be provided for installation at sites. Detailed Bill of Material (BoM) shall be prepared and submitted along with the Bid as per SOR Note-IV.	No.	25000				
2	Installation, Testing and commissioning of item 1 above.	No.	25000				
3	Supply of Graphical User Interface based Client Software (per workstation basis) as per technical specification and functional requirement defined in chapter-8. Existing workstation hardware of RDSO specification no. RDSO/SPN/TC /65, Rev. 3.0/4.0/5.0 or latest with all amendments will be provided for installation at sites.	No.	630				
4	Installation, Testing and commissioning of item 3 above.	No.	630				
	Total Cost of SOR:						
	Total Value of SOR in Words:						

Note																			
I	a) Before quoting please see relevant para of Chapter 8 Technical Specifications.																		
	b) Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with break-up as per Performa attached as Annexure- A, B and C of this Chapter). The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5) to the sites as decided by the respective Regional GM/EDs.																		
	c) It shall be the responsibility of Bidder to transport the equipment to site for the Installation & Commissioning. Charges for the same should be included in items under SOR. Materials not installed / not to be installed need to be shipped to location as decided by RGM/Executive Director of the Region. SOR items against which Installation is not separately mentioned, installation shall be considered within the scope of supply itself.																		
II	Bidder should submit the soft copy (Word/Excel/PDFs format) of offer in DVDs/USB's. Bill of Material (BOM) must be in PDF as well as Excel format (except price bid). Bidder is allowed to quote only for a single Make/Model of the quoted items along with the offer.																		
III	Bidder would be responsible for ensuring the complete system is operational and meeting the requirements as mentioned in the RFP. 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 RFP document, the bidder shall be liable/obliged to supply additional software/hardware/systems at no additional cost to the purchaser, required to meet the functional requirements and specifications mentioned in the RFP document at no additional cost to the purchaser. Purchaser's engineer decision in this context will be final.																		
IV	The Bill of Material will be prepared for Schedule of Requirement against each item of SOR. This Bill of Material will be called "Bill of Material for Schedule of Requirement" and will comprised of duly filled rates of each item. And will be prepared according to Note (I) above. The Un-priced copy of the same BOM should be submitted with the technical/credential Bid for evaluation. The Bid (credential without the BOM will be summarily rejected). The Format of "Bill of Material for Schedule of Requirement" is as below:																		
	S	Item	Unit	Unit	Qty														
	1	(to be provided by bidder)																	
V	2	(to be provided by bidder)																	
	At each stations bidder shall be provided one server for installation of video management and video recording software for management and recording of minimum 64 numbers of Full HD cameras or 32 numbers of 4K UHD cameras or mix of both on pro-rata basis installed at that location. Further, bidder shall be provided with up to 4 servers each in Delhi and Gurugram datacenter for installation of VMS for centralized management of all the stations and viewing. Existing server hardware of RDSO specification no. RDSO/SPN/TC /65, Rev. 3.0/4.0/5.0 or latest with all amendments will be provided for installation at sites.																		

Annexure-A

Price Schedule for Indigenous Items

[illegible]

[illegible]

Annexure-C

Price Schedule for Service Items

SN	Item Description	Total Qty	SAC Code	Basic Unit Price exclusive of all levies and charges	GST/CGST/IGST		Other Charges and Levies, if any	Unit price (all inclusive)
					%	Amt	Amt	(4+6+7)
1	2	3	4	5	6	7	8	

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CHAPTER-3

A. TECHNICAL REQUIREMENTS, SCOPE AND ARCHITECTURE OF VIDEO SURVEILLANCE SYSTEM

3.A.1 INTRODUCTION

3.A.1.1 About RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Government of India undertaking under the Ministry of Railways. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

RailTel with strong nationwide presence is committed to bring cutting edge technology and offer innovative services to the Indian Telecom market. RailTel is in the forefront in providing nationwide Broadband Telecom & Multimedia Network in all parts of the country. With its Pan India high capacity network, RailTel is working towards creating a knowledge society at various fronts.

In addition, RailTel with its rich experience in the domain of Telecom and ICT field have been selected for implementation of various mission-mode Govt. projects in the telecom field including National Optical Fibre Network (NOFN), National Knowledge Network (NKN) and NE-I & NE-II under USOF/DoT etc.

In line with its commitment to bring next generation telecommunication technologies and services to people across the length and breadth of the country, RailTel has recently partnered with Google to set-up a high speed Wi-Fi network at train stations across the country.

3.A.1.2 About REL

RailTel Enterprises Limited ('the Company') incorporated in India on 12th August 2014 is a public sector undertaking under 100% Holding of RailTel Corporation of India Limited. The company is promoted by and is in administrative control of Ministry of Railways. The Registered office of the Company is situated at 6th Floor, IIIrd Block Delhi Technology Park, Shastri Park, New Delhi-110053 and Corporate Office at Plot No 143 Sector 44, Institutional Area, Gurgaon Haryana.

Main objective of the company are:-

- 3.A.1.2.1 To undertake Information and Communication Technologies (ICT) infrastructure projects covering hardware & software applications and other associated sub systems in India and abroad.
- 3.A.1.2.2 To undertake design and development of Railway Signalling projects/systems and also for other works relating to railway electrification, power distribution systems, transmission lines etc. concerned with running of Railways in India and abroad.

3.A.1.2.3 To carry out consultation services for various customers in the field of IT, Telecom, Signalling, critical infrastructure in India and abroad.

3.A.1.2.4. To undertake Data center, Network/security operation center related infrastructure projects in India and abroad.

3.A.1.3 Project Background

Indian Railways endeavors to set up high-tech surveillance systems at Railway stations for providing safe, secure and pleasant experience to railway passengers especially women & children. Indian railways is the lifeline of India and has an estimated daily ridership of approximately 2 crores. Approximately 629 stations of various category would be covered under surveillance in this project.

The project envisages to provide high level security vigilance and improve the ensuing action in case of an alert by adding state of art functions like motion detection, quick review and intrusion detection. This would ultimately lead to a manifold increase in the security of the passengers as compared to present situation.

24x7 surveillance at RPF/GRP Thana/Post will help the daily commuters tremendously by reducing the incidents of pick pocketing, theft, damage to public property etc.

Indian Railways has appointed REL to invite interested & capable parties for providing round the clock IP based video surveillance across the stations and select the most competitive proposal for implementation.

3.A.1.4 SCOPE OF WORK

The scope of work includes Supply, Installation, Testing, Commissioning, Operation and Maintenance of video management system at 629 Railway Stations of various category of Indian Railways and at RailTel Datacenters for centralized management & viewing. List of sites/nodes will be shared with the successful bidder.

The detailed scope of work includes following:

3.A.1.4.1 Supply

3.A.1.4.1.1 As per technical specification and design requirement mentioned in chapter-8.

3.A.1.4.1.2 Supply of video management and video recording software for 25000 nos. of 'ONVIF compliant' cameras.

3.A.1.4.1.3 Supply of 630 nos. of client licenses and software for stations control room (RPF Thana), Division control room, Zonal Railways Head Quarter (HQ) and

Railway Board for monitoring & viewing on TCP/IP network using the network viewing management software by OEM/Vendor.

3.A.1.4.1.4 Bidder to bundle all software & application requirements i.e. Operating System, database, firmware etc. required to make VMS operational with camera license cost.

3.A.1.4.2 **Installation**

3.A.1.4.2.1 Bidder is required to install video management system (VMS) i.e. video management software and video recording software on existing servers having hardware specifications as per RDSO specification no. RDSO/SPN/TC/65, Revision 3.0/4.0/5.0 or latest with all amendments.

3.A.1.4.2.2 VMS at 629 (tentative) nos. of stations and also at two datacenter locations (Delhi and Secunderabad) for centralized management of multiple stations locations. List of sites/nodes will be shared with the successful bidder.

3.A.1.4.2.3 Bidder is required to install Graphical User Interface based Client Software at 630 locations on existing workstation hardware of RDSO specification no. RDSO /SPN/TC/65, Rev. 3.0/4.0/5.0 or latest with all amendments.

3.A.1.4.3 **Commissioning**

3.A.1.4.3.1 Display of video recording, playback, live monitoring etc. functionality as defined in the technical specification at stations control room (RPF Thana), Divisional Control room, Zonal Railway HQ and Railway Board.

3.A.1.4.3.2 Display of all stations on central dashboard at Railway Board and RailTel for centralized display of all camera, alerts.

3.A.1.4.4 **Warranty**

1 Years warranty after completion of installation and Commissioning.

3.A.1.5. QUALITY ASSURANCE PROGRAMME AND IMPLEMENTATION METHODOLOGY

The bidder with quality assurance should prepare Implementation Methodology covering:

- a) Schedule of Type Test/Acceptance Test/Inspection, supply, installation, SAT (Site Acceptance Test), 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.A.1.6. MANUFACTURING, SUPPLY AND STORAGE OF EQUIPMENT

The bidder will be fully responsible for Manufacturing, Inspection and Supply of softwares and all related items for installation and commissioning of the VMS.

3.A.1.7 SITE PREPARATION

3.A.1.7.1 Support from Indian Railways / RailTel

The Executive Director/Regional General Manager of respective Region of RailTel would be the executing Officer Head of the project. The concerned RGM/ED shall nominate an officer as a SPOC for this project. The successful bidder would be taking all instructions/approvals etc. for the project from ED/RGM or their nominated SPOC.

3.A.1.7.1 Railways shall provide AC power supply at station/cabin/panel room/mid-section buildings for carrying out the awarded work. The successful bidder will have to pay the nominal charges for the power supply as per the existing Railways Norms.

3.A.1.7.2 Railways shall provide for the space and power supply for the systems installed in the RPF/GRPThana/Post, Control Rooms and other locations at stations.

3.A.1.7.3 Indian Railways shall give permission to install video Surveillance related infrastructure in Railway area subject to non-interference with the existing devices and to the rail users.

3.A.1.7.4 deleted.

3.A.1.7.5 If RailTel is however, satisfied that work will not be likely to get completed within given timelines except by resorting to night work, by special order, the successful bidder would be allowed to carry out the work even in night.

3.A.1.7.6 RailTel's decision in this regard in consultation with Indian Railways shall be binding on the successful bidder.

3.A.1.8 BIDDER's Responsibility

The bidder will be responsible for supply, Installation & Commissioning of complete work for this tender as mentioned in the SOR and scope of work. It shall be the responsibility of Supplier to transport the material to site for the Installation & Commissioning. **List of sites/nodes will be shared with the successful bidder.**

3.A.1.9 INSTALLATION, INTEGRATION, TESTING, TRIAL RUN AND COMMISSIONING OF NETWORK/SYSTEM

The bidder shall be fully responsible for Quality Assurance of material and supervision of following:-

- a) Installation and integration of the above said material/ items as per System design
- b) Integration with existing camera/system
- c) Testing of the System as specified in the document
- d) Trial run of the network/system
- e) Commissioning of Network/system

3.A.1.10 TRAINING OF PURCHASER'S PERSONNEL AND CHANGE MANAGEMENT

For successful implementation and monitoring of the video surveillance solution, the successful bidder will need to identify training needs for Indian Railways/ RailTel. To provide professional training and development services at each stage of the project viz. installation, testing, operation and maintenance

The successful bidder shall provide hands on training with detailed course material on the installed equipment and software covering at least the following:

- Configuration and their operation of video management systems supplied under the project.
-
- Trouble shooting and preventive maintenance
- Training on operation of CCTV system.

These personnel shall work with the Bidder technical team staff to gain confidence and to get expertise right from the execution stage of the project. The training content to be designed and delivered by successful bidder at successful bidder's own cost. All software & equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.

Timelines for Training and Development are as follows:

S.No.	Deliverable	Timeline in Months (M) (D= Date of award of LoA)
1.	Preparation of training material, course etc. for IT awareness training	D + 1M
2.	Preparation of training material, course etc. for Role/function based training of VSS Monitoring Room operators, system technicians and supervisors, and training of trainers program	D + 2M
3.	Completion of IT awareness training	D + 3M
4.	Continuous training and retraining	As and when required by RailTel

Sets of training manual in two hard copies & two soft copies containing details of technical specification, installation & commissioning, troubleshooting & maintenance schedule etc. shall be supplied by the bidder.

The bidder shall update the course material of manuals in case there are any changes owing to revision/modifications in equipment/system specifications.

3.A.1.11 FINAL COMMISSIONING

The VSS shall be considered to be commissioned only after successful completion of the SAT, trial run and after issue of Final Acceptance Certificate (FAC).

Any item of bidder'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 bidder 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 bidder free of cost.

3.A.1.12 GENERAL SYSTEM GUIDELINES

- a) Bidder shall be responsible for the successful completion of the project.
- b) 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 Purchaser/Engineer shall be final and conclusive and the bidder shall carry out the work in accordance thereof.

3.A.1.13 TECHNICAL RESPONSE

The technical response shall be fully comprehensive and detailed and will include detailed guaranteed specifications of the equipment and systems to be supplied. Marginal performance shall not be accepted.

3.A.1.14 FEATURES AND CAPABILITIES OF EQUIPMENT

The specifications defined under chapter-8 contain the necessary requirements of RailTel with regard to the features and capabilities of the material/software to be offered by the bidders. These will be carefully studied and commented upon by the bidder.

3.A.1.15 COMPLIANCE TO TECHNICAL REQUIREMENTS

3.A.1.15.1 CLAUSE BY CLAUSE COMPLIANCE

In the offer, the bidder 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 bidder shall state:

- a) "FULLY COMPLIANT," if systems and functions offered fully meet the tender requirement.
- b) "PARTIALLY COMPLIANT," if systems and functions offered meet the tender requirement partially. The bidder shall state the reason why the offer is partially compliant. However, if the bidder is able to fulfill the specified requirement later,

the time schedule for this shall be stated. In such cases, the bidder shall clearly mention the extent to which other requirements or specifications are affected.

c) "NON COMPLIANT," if systems and functions cannot meet the requirements. The bidder 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, then bidder shall state the actual numerical value of specification as met by the offered systems/equipment.

3.A.1.15.2NIL 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.A.1.15.3DELETED

3.A.1.15.4DETAILED TECHNICAL INFORMATION

The bidder shall include in his proposal the detailed Technical information, drawings and functional descriptions of the offered material/software to support the Compliance to VSS Technical Specifications as in Chapter-8 of this tender document.

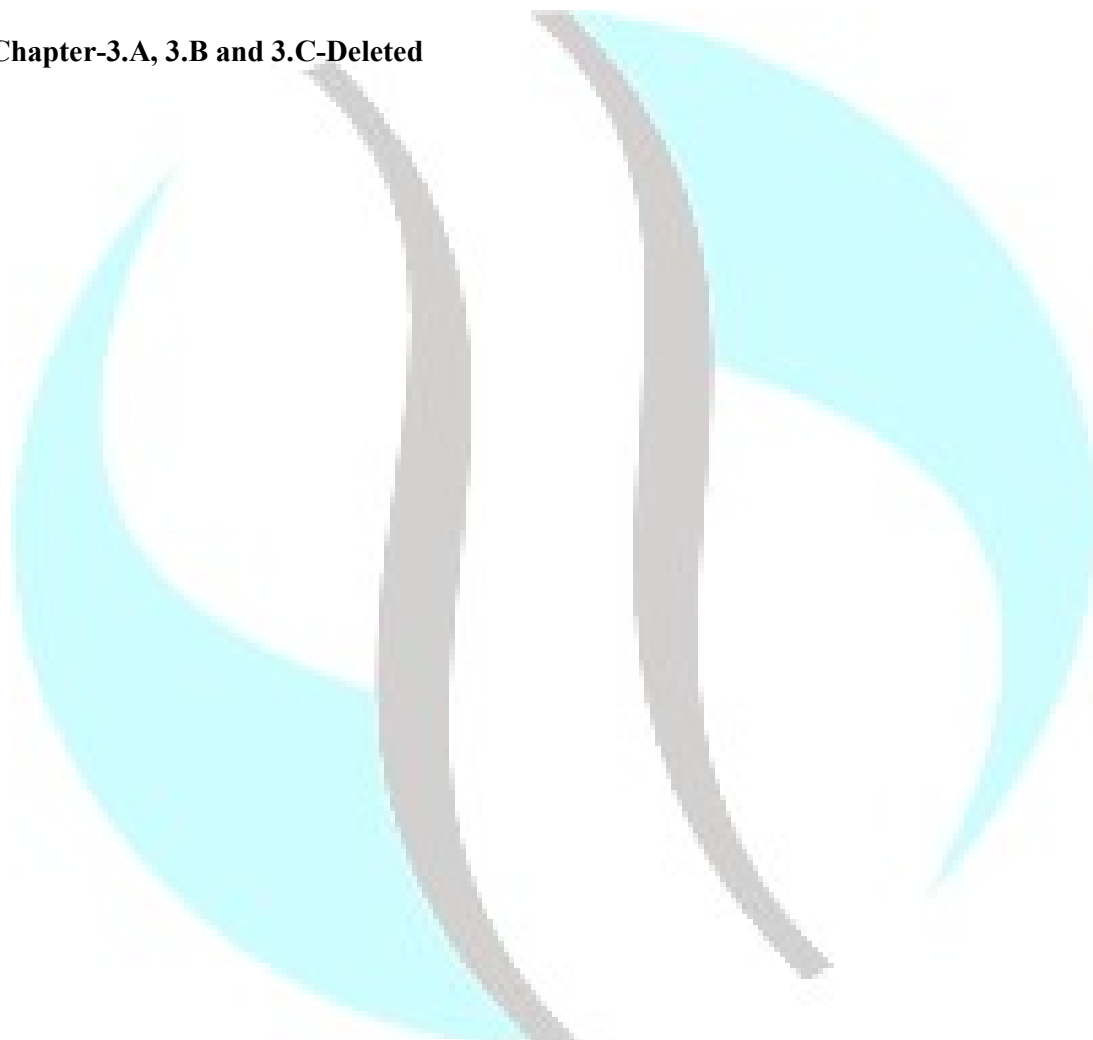
3.A.1.16 SUPPLY OF SOFTWARE

OEM of VMS should give an undertaking that all licenses supplied by them would be issued in favor of M/s REL or its nominated organization.



CHAPTER-3

Chapter-3.A, 3.B and 3.C-Deleted



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CHAPTER-3

D. INSPECTION AND SUPERVISION OF INSTALLATION, TESTING & COMMISSIONING

3.D.1. INSPECTION

(A) Inspection will be carried by RDSO.

(B) TEST CATEGORIES (This should be for all the items to be inspected by RailTel)

i) The following tests shall be conducted for acceptance of the equipment and the system before final acceptance of the system. Waiver of Part or whole of type tests can be considered if proof of having done the tests by independent body or PTT authority is submitted.

- a) Pre-Factory Acceptance Testing
- b) Pre-commissioning test (after installation) for total integrated system.
- c) Site Acceptance Testing (SAT)
- d) Trial Run

ii) These tests shall be carried out on all equipment supplied by bidder including those supplied by sub-vendors, if any.

iii) Bidder shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

iv) All technical personnel assigned by the bidder 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.

v) 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:

1) System/Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.

2) Test procedures (including time schedule for the tests) and identification of test inputs details and desired test results

3) Test Report:

The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by bidder. 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 (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 equipment during the tests are well within the specified limits

vi) Failure of Equipment:

Till the system is accepted by the Purchaser, a log of each and every failure of equipment shall be maintained. It shall give the date and time of failure, description of failed equipment, circuit, module, equipment designation, effect of failure of equipment on the system/equipment, cause of failure, date and time of repair, mean time to repair etc. Repair/modification done at any point of time at one site, shall be carried out by bidder at all the sites. 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 bidder shall replace the necessary equipment or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start.

If after the replacement the equipment still fails to meet the specification, bidder shall replace the equipment with a new one and tests shall begin all over again. If a unit/ subsystem/module has failed during the test, the test shall be suspended and restarted all over again only after the bidder has placed the equipment back into acceptable operation. Purchaser's approval shall be obtained for any allowable logical time required to replace the failed equipment/unit/module/sub-system.

vii) Readjustments

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

3.D.2.Pre Factory Acceptance Testing

The bidder on his own exactly in line with pre approved test plan shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Purchaser/Engineer before inspection .

3.D.3. Inspection/Factory Acceptance Test

Testing Procedure for VSS equipment for which requisite testing facility is not available in India

Necessary type tests as well as acceptance tests on the equipments offered shall be conducted to ascertain conformance of the equipment to the requisite RDSO specification. These tests shall be got conducted by the OEM/Vendor at 3rd party test houses of international repute such as UL, TUV etc.

- 3.D.3.1 In case the requisite test facilities are available with OEM, the 3rd party test house may conduct these tests in the OEM premises if specifically requested by OEM to RDSO. **The details of 3rd party testhouse (proposed-to be entrusted with the testing) shall be submitted by the bidder along with the technical bid document.** The same shall be sent to RDSO for prior clearance. These details shall include testing capability of the test house & shall confirm that the test house has undertaken testing of such equipment earlier. Only after the clearance of RDSO, testing shall be entrusted to proposed 3rd party test house. RDSO shall advise the test format and details regarding quantity of equipment on which type test and acceptance test is required to be conducted.
- 3.D.3.2 Third Party test house after conducting requisite type test & acceptance test shall submit the test report directly to RDSO. In case the equipment conforms to the RDSO specification, necessary clearance for supply of the equipment shall be given by RDSO to the OEM/vendor.
- 3.D.3.3 On arrival of such cleared equipment in India, sample tests covering only visual and functional parameters shall be undertaken by RDSO.
- 3.D.3.4 On successful visual and functional tests as above, the equipment may be considered to be in conformance with RDSO specification. However, the vendor shall submit special bank guarantee equivalent to 10% of the value of the equipments inspected by third party abroad & valid for a period of one year (in addition to Performance Guarantee) and undertaking to the purchaser that the equipment supplied shall meet all the requisite parameters of the specification and shall work satisfactorily failing which bank guarantee may be encashed. Firm shall also submit suitable undertaking regarding satisfactory repair /service support to the purchaser.
- 3.D.3.5 Once type test has been successfully completed on a equipment, only acceptance test shall be conducted subsequently, in case the same equipment (make, model & version) is offered again within a period of 2 years.
- 3.D.3.6 Any expenses against inspection by 3rd party shall be borne by the bidder.

3.D.4.Installation

After successful completion of inspection, equipment shall be sent to site for installation. Equipment without factory acceptance/inspection certificates shall not be acceptable at site.

Prior to installation, all equipment shall be checked for completeness as per the specifications of equipment required for a particular station. Installation shall be carried out in accordance with the installation manuals and approved installation drawings & site plan in the best workmanship.

Bidder shall indicate the number of teams and the list of equipment for each team to be required for installation of the Video Surveillance System in order to complete the work within the stipulated time frame.

Bidder shall bring all installation tools, accessories, special tools, test gears, spare parts etc. at his own cost as required for the successful completion of the job.

If during installation and commissioning under the supervision of the bidder any repairs are undertaken, the maintenance spares supplied with equipment shall not be used for the repair. Bidder shall arrange his own spare parts for such activities till such time the system has been finally accepted by the Purchaser. A detailed report & log of all such repairs shall be made available by the bidder to Purchaser/Engineer and shall include cause of faults and repair details, within 2 weeks of fault occurrence.

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

Bidder shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, interbay and inter equipment cables, power supply cables and connectors, power distribution boxes, anchoring bolts, nuts, screws, washers, main distribution frames, audio distribution frames, voice frequency cables, junction boxes etc.

The installation of equipment shall be supervised by the bidder in such a manner so as to ensure neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays. No cable shall be visible. All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

3.D.5.Pre-Commissioning

On completion of installation of the VMS system, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the bidder 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 bidder and the test shall

be carried out by the bidder on his own. After the tests have been conducted to the bidder's own satisfaction, the bidder 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 any equipment or system, bidder shall identify the same and provide report/history of all faults to the Purchaser.

3.D.6.Site Acceptance Testing (SAT)

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

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

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

3.D.7.Deleted.

3.D.8. Deleted.

3.D.9. Deleted.

3.D.10.TRIAL RUN/FIELD TRIALS

Upon conclusion of the site acceptance testing the bidder shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period bidder shall provide all Support engineers & Technicians to maintain the total log, incidents and failures. 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' any defect is noted in the system, the bidder shall rectify, replace the same to the satisfaction of Purchaser's/Engineer. The decision to repeat the final test or restart the 'Trial' shall be of Purchaser/Engineer depending upon the severity of the defect.

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

Ideally, during the 'Trial run, no shutdown of the system due to failure of equipment, power supply 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 bidder, 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 bidder. 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 bidder and to bring the system to the guaranteed performance with the help of third party at the expense of the bidder.

3.D.11. FINAL ACCEPTANCE

The final acceptance of the works completed shall take effect from the date of successful completion of trial run/field trials as per clause 3.D.10 of Chapter 3, provided in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate of respective Station, RPF Thana/Chowk shall be signed by authorized representative of RailTel nominated by the Executive Director of the concerned Region and the contractor and issue by Respective Region. 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.



CHAPTER-3

E. TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND DESIGN GUIDELINES

3.E.1 TRAINING

Bidder shall train personnel of Purchaser/engineer in all aspects of IP based Video Surveillance System at Stations.

The training course shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are manufactured/ offered or in India if the firm can arrange full-fledged training facilities in case their manufacturing facilities are located outside India.

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 bidder to impart on the job training in addition to the above training course.

Bidder offer excludes costs of transportation, lodging and boarding of the trainees which shall be arranged by the Purchaser.

The training course to be conducted at the manufacturing facilities shall be designed to train the trainees in all aspects of System engineering, equipment operation, installation and functional details, theory of operation of equipment, trouble shooting and familiarization with the equipment at card and component level. All equipment used for training shall be identical to those quoted and supplied for site installation in hardware and software versions.

Bidder shall provide comprehensive documentation, course material, 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. Bidder shall update the course material of manuals in case there are any changes owing to revision/modifications in equipment/system specifications.

Bidder 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 bidder at no additional cost.

3.E.2 VENDOR DATA REQUIREMENT AND DOCUMENTATION

One set of Documentation with hard and soft copy shall be supplied for each station.

The following documents for the complete system shall be supplied and approved by Purchaser/Engineer in order to start Factory Acceptance Testing:

- A) System description, System configuration diagram & Connectivity diagram

B) Detail technical manual of each type of equipment

Equipment interconnection diagram including details of various interfaces, signaling protocols used at each stage.

Layout of equipment and space requirements for each station.

Installation manual including installation procedure and commissioning.

Supervisory configuration, alarm list, operator interface etc.

C) Maintenance manual of each type of equipment containing:

- i. Preventive maintenance procedures.
- ii. Trouble shooting/repairs procedures including failure analysis shall provide exhaustive information about repairs including but not limited to removal, reinsertion of components and cards, repairs, adjustments, tuning, calibration, tools required for a particular operation, test points, including turn-around time for repair and the details of the maintenance support service centre to be furnished in the bid and all other maintenance related details.
- iii. Expansion possibilities of the system without causing deterioration in the system performance.
- iv. Any other data, document not specifically mentioned, but required for the satisfactory testing, installation and commissioning, operation and maintenance of the system shall be provided.
- v. Documents to be supplied after trial runs but before System commissioning (Acceptance of the System by Purchaser/Engineer).

3.E.3 DESIGN GUIDELINES

- i) Equipment shall conform to the similar housing standards and shall preferably be integrated in one 19” rack.
- ii) All venting, cooling shall be natural. However, in case of equipment with internal forced cooling, suitable dust filters may be used, if required.
- iii) All equipment shall be immune to EMI; RFI interference generated by any nearby source & shall meet the latest international standards in this regard.
- iv) The equipment shall be capable of functioning with minimum maintenance and shall be preferred to have no requirement of any preventive maintenance.
- v) All the wiring work whether power cable, network cable or OFC cable should be wired and clamped properly on the channels and coding may be provided for the identification of the cables.

CHAPTER 4

A. COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

- 4.A.1.1 The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 4.A.1.2 The offer should remain valid for a minimum period from the date of opening of tender including the date of opening as indicated in Bid Data Sheet (BDS) Chapter 5.

4.A.2 Warranty

- 4.A.2.1 The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter 5. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 4.A.2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 30 days, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 4.A.2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 4.A.2.4 **Warranty Support**
 - 4.A.2.4.1 During warranty period bidder shall ensure all upgrade/update/patch fixes of the offered software and ensure smooth working of video management system at all stations and central locations. In case, bidder is required to send engineer to troubleshoot/stabilize system at sites, same shall be provided by contractor on their own cost.

4.A.2.4.3 During the free warranty maintenance period, contractor should stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free, the same also will have to be done by the contractor at no cost to RailTel/REL as to make good all the deficiencies.

4.A.2.5. Deleted.

4.A.3. Deleted

4.A.4 Delivery/Implementation timelines

The bidder is required to supply, install and commission the offered solution as per SOR and scope of work within 45 days from the award of work.

Bidder in all cases is required to adhere to the project timelines and the project plan shared. In case of delay in implementation and/or on the basis on inability to adhere to the functional and operational requirements of the System as stated in this RFP, Rail-Tel will be within its right to take measures as detailed in Terms and Conditions of the Contract.

4.A.4.4 RailTel Region's Details:

SN	Region	Head Office	Address
1	Northern Region	New Delhi	Executive Director 6th Floor, IIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 Fax: +91-11-22185978 Tel: +91-11-22185933 Email: suresh@railtelindia.com
2	Eastern Region	Kolkata	Regional General Manager 3rd floor, Chatterjee International Centre, 33A, Jawaharlal Nehru Road, Kolkata - 700071 Fax: +91-33-44041499, Tel: +91-33-44041499, Email: arun.michael@railtelindia.com
3	Secundrabad Region	Secunderabad	Regional General Manager 2nd Floor, B-Block, Rail Nilayam, Secunderabad-500071. Fax: +91-40-27820682, Tel: +91-40-27821134 Email: ck@railtelindia.com

SN	Region	Head Office	Address
4	Western Region	Mumbai	Regional General Manager Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013 Fax: +91-22-24923913, Tel: +91-22-24923907, Email: shaileshgupta@railtelindia.com

4.A.4.5 Project Preparation

4.A.4.5.1 The successful bidder shall develop a project charter and submit it to RailTel in both hard and soft copies (2 copies of each) before the commencement of the project. The same shall be approved by RailTel.

4.A.4.5.2 The project charter must necessarily include the following components:

- Brief project description
- Approach and methodology for the optimum use of cameras and other equipments as per the scope of work.
- Detailed Project Plan with timelines
- Detailed activity description with resource requirement, roles and responsibilities of each resource
- Detailed Resource/Project Team Deployment plans
- Project milestones
- Project organization
- Risks and mitigation plans
- Dependencies

4.A.4.5.3 The Project team comprising key positions and number of people with their planned staffing on the project needs to be developed separately and the same shall be approved by RailTel.

4.A.4.5.4 The proposed Project Team shall not change any member of the Project Team during the implementation phase of the project ; any exceptions need to be approved by RailTel.

4.A.4.5.5 Successful bidder is expected to mobilize the team and set-up the PMO within 30 days from the date of award of contract.

4.A.4.5.6 Indicative profiles and minimum requisite work-experience of all key personnel also needs to be submitted to RailTel.

4.A.4.6 Design and approval phase

4.A.4.6.1 Submission of Design Document for proposed video surveillance system indication all the components of the VMS system. for RailTel's approval

4.A.6.2 The successful bidder shall ensure following during the design and approval phase

- Documentation of all required approvals and necessary documents
- Identification and concurrence on all support required from RailTel
- Documentation of to-be state in consultation with RailTel
- System requirement specification document

4.A.4.6.2 Successful bidder is expected to conduct workshops, give detailed presentations on the proposed solution which will include the way forward, detailed timelines and any other specific recommendation

4.A.4.7 Installation, Configuration and Customization

- 4.A.4.7.1 The successful bidder shall conduct a detailed study of functional and technical requirements of the Video Surveillance System work to make the required system configuration and design modifications to its solution if required in order to achieve the desired functionality. However the same must be tested, accepted and approved by RailTel/Railways
- 4.A.4.7.2 Installation and commissioning of software, hardware and equipment as per proposed solution
- 4.A.4.7.3 Carry out all the customization/configuration activities as identified during Design phase.
- 4.A.4.7.4 RailTel/Railways reserves the right to seek customization to meet its requirements.

4.A.5. Payment Terms

4.A.5.1.1 Payment will be made for the software/licenses supplied, installed and commissioned on pro-rata basis and station/site wise.

. 75% payment of the items would be made on receipt of software/licenses by the consignee duly inspected and installed and commissioned at station/site wise and on submission of the documents as mentioned below:

- Tax Invoice
- Delivery Challan
- Packing list.
- Factory Test Report.
- Consignee receipt
- Warranty certificate of OEM
- Insurance certificate for transit insurance
- Contractor's All Risk Insurance Policy (refer clause 4.A.10)
- Inspection certificate (refer clause 3.D.1/3.D.3)
- A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification or RDSO inspection certificate wherever applicable.

25% payment on issue of Final Acceptance Certificate (FAC) which will be issued by respective Executive Director of the concerned region.

4.A.5.1.2 Accounting unit/bill passing unit for the supplies under SOR is respective Executive Director/RGM of the Region for Sites/Station falling under their jurisdiction. Bills to be submitted to the Executive Director of the concerned Region for certifying receipt of material & services, for passing for payment.

4.A.5.1.3 The breakup of taxes has to be furnished and same should be reflected in the bills so that input GST credit can be availed by RailTel/REL.

4.A.5.4 All invoices will be raised by the contractor as under

Billed to, RailTel Enterprises Limited,
143, Institutional Area, Sector-44,
Gurugram – 122003 (GSTIN:.....)

C/O RailTel Corporation of India Limited
(Address of respective Region)....

4.A.5.2 Payment of Service Portion of Items supplied under SOR as per BOM and Price Schedule details (Chapter-2, SOR, Note-IV and Annexure-C) submitted along with price bid.

4.A.5.2.1 90% payment of items (except those mentioned in paras below) shall be made by **respective Executive Director of the Region** on successful Installation, Testing and Commissioning of the stations/sites and 10% on issue of Final Acceptance Certificate.

4.A.5.3 Deleted.

4.A.5.4 All the invoices raised by the bidder will be raised in the name of M/s RailTel Enterprises Limited and corresponding payments will be made by Rail-Tel/REL.

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

4.A.6.1 The bidder is required to submit a Performance Bank Guarantee (PBG) within 15 days of the issue of LOA/LOIs per BDS (chapter-5) for the satisfactory performance of materials covered in SOR given in Chapter 2 valid for a period of 4 months beyond warranty period. The earnest money shall be released on submission of PBG. The Proforma for PBG is given in Chapter 6 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.

Extension of time for submission of PBG beyond 15(fifteen) days and up to 30 days from the date of issue of LOA/LOI may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 15(fifteen) days, i.e. 16th day after the date of issue of LOA/LOI. In case the contractor fails to submit the requisite PBG even after 30 days from the date of issue of LOA/LOI, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender of the work.

4.A.6.2 The Performance Bank Guarantee (security deposit) will bear no interest.

4.A.6.3 This PBG would be released after satisfactory completion of contract including warranty period.

4.A.6.4 The contractor is required and sign agreement with RailTel for the project along with the submission of PBG.

4.A.7. Taxes & Duties

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, antidumping, CGST, SGST, IGST, UTGST etc. The Offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

4.A.7.1 Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).

4.A.7.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

4.A.7.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

4.A.7.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

4.A.7.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

4.A.7.6 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

4.A.7.7 In regards to works contract, the tenderer should have registration no. of GST in respective state where work is to be executed and shall furnish GST registration certificate on award of LoA.

4.A.7.8 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 withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

4.A.7.9 Incase of imported equipment:-

Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty

amount is paid to Custom Authority by RailTel.

4.A.8 Service Level Agreement (SLA) and Penalties

4.A.8.1 The purpose of this Service Level Agreement (SLAs) is to define the level of service to be provided by the successful bidder to RailTel for the duration of this contract. The successful bidder has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services. Non-compliance of SLAs will lead to penalties as defined in subsequent section and the SLAs would remain valid for the entire duration of the contract.

4.A.8.2 Penalties shall not be levied on the successful bidder in the following cases:- a) Non-compliance of SLAs has been solely due to reasons (acceptable to RailTel) beyond the control of the successful bidder and b) There's a Force Majeure event affecting the SLA which is beyond the control of the successful bidder

4.A.8.3 The installed system as part of the solution is expected to remain operational for 24 hours per day.

4.A.8.4 The contractor must ensure the up-time off at least 95% for the installed system being offered as part of video surveillance solution. The up-time would be monitored and calculated on the monthly basis and no relaxation or consideration would be made for the non-availability of the back-up/stand-by system.

4.A.8.5 Down time is defined as the duration for which the system as a whole or any part of it is not available for the purpose it is installed for. Down time will be reckoned from the time contractor or his representative has been informed by the means of Telephone/mobile, fax, email or any other method at the address as specified by the contractor. The bidder shall specify the details of a) Telephone no. for calling, b) Fax no., c) Mobile no. for calling & SMS, d) e-mail id, e) postal address for correspondence. Non-availability of back-up/stand-by system shall also be counted for down-time calculation.

4.A.8.5.1 Down time will not be considered for which prior approval of RailTel/Railways authorities are taken in writing for preventive maintenance

4.A.8.6 For any specific location, the down time should not be more than 12 hours per day. In case the down time exceeds more than 12 hours then Rs.500 per day or part thereof would be deducted for each day until the failure is restored at the reported location.

4.A.8.6.1 This location downtime shall include the service disruptions caused due to reasons of software breakdowns.

4.A.8.6.2 SLAs will be monitored and reported on monthly basis to RailTel by the 5th working day of each month.

4.A.9 Deleted

4.A.9.1 Deleted

4.A.9.1.10 Deleted

4.A.10. Insurance

4.A.10.1 The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in

or around the site for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires, in his name.

4.A.10.1.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of PAC by RailTel/REL. Insurance policy has to be kept valid by the contractor till issue of PAC by RailTel/REL.

4.A.10.2 The Contractor should also insure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act in force from time to time.

4.A.10.3 It may be noted that the beneficiary of the insurance policy should be RailTel/REL or the policies should be pledged in favor of RailTel/REL. The contractor shall keep the policy/policies current till the equipment are installed and commissioned on the site. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

4.A.11. Liquidated Damages

The timely delivery is the essence of this tender. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion of SOR subject to a maximum of 10% of the cost of Purchase order/LOA for any reason whatsoever attributed to failure of bidder. RailTel will have the right to cancel the order, place order on alternative source besides levying the liquidated damages as above.

4.A.12. Transportation

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

4.A.13. Statutory Deduction

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

4.A.14. Qualification Criteria

Qualifying criteria under this clause lays down minimum acceptable qualifications in various areas to ensure that qualified bidder has necessary experience, technical expertise, equipment and financial and human resources to successfully complete the project. Bids from bidder not meeting these qualification criteria shall be sum-

marily rejected. Bids from the consortia of tenderers and Joint Ventures meeting the below defined Qualification criteria would also be considered for award of work, for more details on the consortium bids please refer to Annexure-III of Chapter 7.

4.A.14.1 Eligibility Criteria Requirements for Bidders:

S.No	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	<p>The bidder should be Original Equipment Manufacturer (OEM) of VMS (as indicated in Bid Data Sheet (BDS) of Chapter 5) for at least past three years in the country from where the proposed software are planned to be manufactured for supply. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of VSS system and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to manufacture for supply for this work.</p> <p>or</p> <p>The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating in the System Integration services for the last three years</p>	<ul style="list-style-type: none"> • Certificate of Incorporation / Registration • Proof of supply of equipment or • Certificate of Incorporation / Registration • MoA and Purchase Orders for System Integration Services for last three years i.e. 2015-16, 2016-17 and 2017-18.
2.	Financial Capability	<p>The bidder should have received a minimum cumulative contract amount of Rs. 8.05 Cr in the last three financial years plus current year upto the date of opening of tender.</p> <p>Note:- In case of Consortium/JV, each member's relevant turnover combined together shall be considered against</p>	<ul style="list-style-type: none"> • Audited Financial Statements for the financial year 2015-16, 2016-17, 2017-18. • Certificate issued by Chartered Accountant (CA) duly mentioning the cumulative contract amount received from the the Security/IT/Telecom business in the last three financial years plus current year upto the date of opening of tender.

		the above mentioned financial capability criteria.	Provisional Balance Sheet/Turnover Certificate duly certified by CA may be provided for the year 2018-19.
3.	Financial Capability	<p>The bidder should have a positive net worth</p> <p>(Net Worth of the company would be computed as on 31st March 2018 as the summation of share capital, reserves and surpluses less accumulated losses held by the company)</p> <p>Note:- In case of Consortia/JV, Net worth of only the Lead Bidder shall be considered for evaluation purpose.</p>	<ul style="list-style-type: none"> Audited Financial Statements for the financial year 2017-18. (In case of photo copy of the financial statements, photo copy should be certified by the CA)
4.	Technical capability	<p>The bidder should have completed at least one similar work[#] worth of INR 1.88 crores in last three financial years plus current year upto the date of opening of tender.</p> <p>Note:- In case of Consortium/JV, only Lead bidder experience shall be considered against the above mentioned criteria of similar work experience.</p>	<ul style="list-style-type: none"> Completion certificates from the User Organizations is required to be submitted <p style="text-align: center;">AND</p> <ul style="list-style-type: none"> Past Experience Form as per Form No.19 of Chapter 6. <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>
5.	No Black listing	The bidder should not have been black-listed currently by Central Govt./State Govt./CPSU in India	<ul style="list-style-type: none"> Self- Declaration by the Bidder on Company's letter head
6.	Process Standardization	The bidder should be a certified ISO 9000/9001 certified company	<ul style="list-style-type: none"> Relevant Organizational Level Certificates to be provided

Similar Work: Works entailing completion of Supply, Installation, Testing and Commissioning of a project in the field of Security/IT/Telecom for central government or any state government or semi/quasi-government entities or Public Sector Units or private enterprises having turnover of at least 500 crores.

4.A.14.1.3 Eligibility Criteria Requirements for OEM:

S.No.	Eligibility Criteria Requirements	Supporting Document Required
1.	OEM(s) should have either direct presence in India or through their authorized registered partner in India for last 3 years or OEM(s) should have been working for last 3 years in their country of origin. Further, they should have Indian Technical Support Centre in India either directly or through their authorized registered partner for last 3 years or should give an undertaking for setting up a Technical Support Center and an office in India within 3 months after award of contract.	<ul style="list-style-type: none"> • Certificate of Incorporation / Registration (for Indian TSC) • Copy of GST registration (for Indian TSC) • Copy of PAN Card (for Indian TSC) • Details of Address and support phone number for Indian Technical Support Centre, Repair and RMA Centre. •
2.	<p>The OEM(s) should be a profit making company and should have a positive net worth</p> <p>(Net Worth of the company would be computed as on 31st March 2018 as the summation of share capital, reserves and surpluses less accumulated losses held by the company)</p>	<ul style="list-style-type: none"> • Audited Financial Statements for the financial year 2017-18.
3.	The OEM should have supplied and successfully commissioned for at least one project in a Mass Rapid Transport system e.g. Metro, Railways, Mono Rail, Airport or other Govt. agency in India or abroad in last 3 financial years (i.e. current year and three previous financial years) from the date of opening of tender. The same should have been working satisfactorily for at least six (6) months.	<ul style="list-style-type: none"> • PO copies along with satisfactory completion certificates from the User Organizations is required to be submitted
4.	The OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India.	<ul style="list-style-type: none"> • Self-Declaration by the OEM on Company's letter head.

Note

- i) The bidder is required to submit complete chain of credentials, e.g. purchase order (prices blanked out), showing relevant value of the PO and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate.

- icate from the client.
- ii) For client credentials where NDA has been signed, the bidder may submit the corresponding NDA document along with a self-declaration confirming the requirements of the eligibility criteria for which the NDA is being submitted
 - iii) If any financial statement is submitted by the bidder in order to substantiate the pre-qualification or the evaluation criteria mentioned in the RFP, for evaluation purpose, T.T.selling Exchange rate of State Bank of India of foreign currency applicable on the date technical bid opening will be considered to derive the corresponding figure in INR (Indian Rupee).
 - iv) RailTel reserves the right:-
 - a) To verify, if so desired, the correctness of documentary evidence furnished by the bidder.
 - b) To verify the successful operation and performance of qualifying projects and bidder shall arrange permission for the same.
 - c) To carry out capability assessment of the bidder(s) including referral to in-house information.
 - d) RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to accept/reject any or all tenders without assigning any reason.
 - v) In the event of Foreign Original Equipment Manufacturer (OEM) or System Integrator (SI), it's 100% owned Indian subsidiary fully authorized for bidding on behalf of OEM/SI is allowed to participate with the experience and financial credential of parent company with specific authorization for doing so from the OEM/SI. The specific authorization addressed to RailTel should be submitted by the bidder. However, the Holding company and/or the Principal manufacturer will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this tender.
 - vi) Legal Entity requirement under SN.1 of clause 4.A.14.1 of Chapter 4A shall be met by the lead bidder in case of consortium/JV bidder.
 - vii) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-IV**. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel/REL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel/REL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel/REL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on RailTel/REL for 5 (five) years.

- viii) For International project if the original client certificate and other documents are in language other than English than a translated copy duly confirmed by Indian embassy/ One of the board of directors of the lead bidder/ consortium member shall be submitted along with bid document.

4.A.15. Foreign Exchange & Custom Clearance

4.A.15.1 Foreign exchange and/or import license if required, will be released/ provided to the contractor in connection with this contract. Part of Schedule (for imported items) can be quoted in any of the major foreign currencies viz USD, British Pound, EURO or Japanese YEN etc. In such a case, bidder should clearly specify the components of Foreign exchange and Indian currency for each item.

4.A.15.2 For evaluation purposes, T. T. (Telegraphic Transfer) of foreign currency selling Exchange rate of State Bank of India of foreign currency applicable on the date of technical bid opening will be considered.

4.A.15.3 Release of payments in foreign exchange for imported items to foreign companies shall be made on request of bidder along with the bill and will be governed by payment clause.

4.A.15.4 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 of bids submitted in foreign currency for imported items, Custom duty shall be paid by RailTel directly to custom authorities.. Bidder shall, however, have to undertake custom clearance on behalf of RailTel.

4.A.16. System Performance Guarantee

4.A.16.1. The bidder shall give unqualified and unconditional guarantee that when the equipment / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives

with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

4.A.16.2. This certificate in the Proforma given in Chapter 6 Form No. 2, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the bidder automatically.

4.A.17. Evaluation of Offer

4.A.17.1. In case bids are in Foreign currency, these will be converted to Indian rupees for evaluation purposes taking T. T. selling Exchange rate of State Bank of India of foreign currency applicable on the date of technical bid opening.

4.A.17.2. Additional features offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.

4.A.17.3. The bidder should make available the offered products, if desired during technical evaluation of offered equipment for testing and benchmarking at any testing facility approved by RailTel.

4.A.17.4. The bidders should quote for all items & the offer will be evaluated in totality (read with clause 4.A3.2). The bidders should indicate brand name, type/model number of the products offered. Optional items will not be considered for evaluation of offers. The equipment and software should be supplied as per Technical Specifications given in Chapter-8.

4.A.17.5 Evaluation of offer against each package i.e. Northern, Western, Eastern and Southern shall be done separately. Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable, on reverse charge by RailTel, wherever applicable.

4.A.18. Security Considerations & Security Agreement

4.A.18.1 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. Accordingly, while evaluating the tender, regards would be paid to National Defence and Security considerations indicated by these key customers.

4.A.18.2 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.

4.A.19. Purchaser's Right to Vary Quantities

The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the LOA as indicated in Bid Data Sheet (BDS) Chapter 5 without assigning any reasons. The bidder shall comply with such modifications unconditionally provided

these are made before completion of the deliveries under the purchase order/LOA. Any such change in quantity shall have no impact on the rates mentioned in the purchase order/LOA for any such item.

4.A.20. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid

4.A.20.1 The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

4.A.21. Annulment of Award

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

4.A.22. Earnest Money Deposit (EMD)/ Bid Security

4.A.22.1 The bidder shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money through IREPS Portal.].

4.A.22.2 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 6.

4.A.22.3 Offers not accompanied with Earnest Money shall be summarily rejected.

4.A.22.4 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.A.22.5 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.

4.A.22.6 Earnest Money will bear no interest.

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

4.A.23.1 Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.

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

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

4.A.23.4 Failing 4.A.23.1 and 4.A.23.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

1. **4.A.24.** For all licenses (video management software, video recording software and graphical client user interface) as mentioned in the SOR, rate shall be valid for a period of 12 months from the date of issue of LOA/PO. This rate may be extended by another one year on negotiation basis for better the prices in favour of RailTel as per current market trend. Bidder will not be allowed to increase prices at the time of negotiation.

4.A.25. Offer/ Bid Prices

4.A.25.1 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 or in any major foreign currency for the imported items (FOR/CIP destination).

4.A.25.2 The break-up of price of each item of SOR in terms of basic Unit price, GST/CGST/IGST, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder shall be quoted in the SOR Chapter 2. Bidder has to quote all inclusive rates (with tax break-up).

4.A.25.3 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.

4.A.25.4 DELETED.

4.A.26 Clause wise Compliance

4.A.26.1 Clause wise compliance statement of complete Tender Document including Schedule of Requirement(Chapter-2), Technical Specifications (Chapter 3), Commercial Terms & Conditions (Chapter 4), Bid Data Sheet(Chapter-5) and Technical Specifications (Chapter 8) shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

4.A.27 Inspection

4.A.27.1 RDSO specifications are to be followed for the items for which the specifications have been defined by RDSO in the latest version available on the RDSO Website. Any change in the specifications may be noted from website and will be followed. For the items which are not in the RDSO specifications shall be inspected by RailTel as under:

4.A.27.2 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / bidder's works by RailTel's authorized representative. At least part of the material should be offered for inspection within 30 days of issue of confirmed Purchase Order/LOA. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection if within India shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ bidder, free of cost.

4.A.27.3 Along with inspection call, the bidder/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.

4.A.27.4 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/bidder. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ bidder's account.

4.A.28 Force Majeure

4.A.28.1 If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

4.A.28.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

4.A.29 Settlement of Disputes

In case of any dispute concerning this order both the bidder and RailTel/REL shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi.

The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is up to

Rs. 10 lakhs. The arbitrator will be mutually appointed by the Chairman & Managing Director of RailTel Corporation of India Ltd and the bidder. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to arbitral tribunal consisting of three arbitrators with each Party nominating its arbitrator and both the arbitrators appointing the third and presiding arbitrator.

4.A.30 Governing Laws:

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

4.A.30.1 Indemnity by Contractors – The Contract shall indemnify and save harmless the RailTel from and against all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the RailTel by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

4.A.31 Termination for Default

4.A.31.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate this contract in whole or in part.

- a) If the bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the contract; and
- c) If the bidder, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

4.A.32 Risk & Cost

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

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

4.A.33 Termination for Insolvency

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

4.A.34 Rates During Negotiation

The purchaser may call the successful bidder for the negotiation for reducing the rates. During negotiation the bidder/s shall not increase his/their quoted rates including payment terms in case the RailTel 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 bidder/s.

4.A.35 Deleted.

4.A.36 Submission of Offers

4.A.36.1 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers.

4.A.36.2 BIDDER HAS TO MANDATORY QUOTE FOR ALL THE ITEMS OF SOR. THE INCOMPLETE SOR WILL NOT BE ACCEPTED AND IF FOUND THE OFFER IS LIABLE TO BE REJECTED.

4.A.36.3 ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Bidder containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the Bidder(s) in his/their entries must be signed (not initialed) by him/them.

4.A.36.4 Not Applicable.

4.A.36.5 The offer shall be submitted in two parts, Part-I - Credential Bid (Techno-Commercial Bid) & Part-II – Price Bid as per instructions given in chapter-4B.

(a) **Part-I “CREDENTIAL BID”;** -The bid shall consist of the following:-

- 1) Offer Letter complete.
- 2) Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) and detailed Bill of Material
- 3) Earnest Money in prescribed form.
- 4) Audited balance sheet duly attested by Notary Public and certificate issued by CA duly mentioning the cumulative contract amount received from the Security/IT/Telecom business in the last three financial years plus current year upto the date of opening of the tender.

- 5) Constitution of Firm and Power of Attorney.
- 6) Clause wise compliance to tender conditions.
- 7) Copies of purchase orders and other documents in support of meeting qualifying criteria (Refer Clause 4.A.14.1 and 4.A.14.3 also).
- 8) Complete technical data and particulars of the material/software offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.
- 9) Documentary proof of offered model of VMS software is proven and working for at least six months in India or abroad
- 10) Technical proposal of bidder in conformity with system requirement of the bidder, if any.
- 11) System Performance Guarantee as per Chapter 6 Form no. 2
- 12) Un-priced list of all possible interfaces/ modules/ cards/ etc which the offered equipment can support / required for optimization of the network including synchronization needs, if any, but not ordered by RailTel or not included in the above SOR.
- 13) Power of Attorney is to be submitted in original.
- 14) Any Other information desired to be submitted by the bidder.

Note: The Credential Bid Part-I under no circumstances should contain any rates offered. Otherwise the tender offer shall be summarily rejected.

Part-II “Price Bid” Shall contain (i) the offer letter (ii) the price bid for “Schedule of requirements” as per part I of Chapter 2 along with “Bill of Material” for each item quoted exactly according to the proforma, as also submitted along with “Credential Bid” as in para 36.5 (a) 2 above.

- (b) In case, the bidder has submitted bids for more than one bid and price bids for any two or more packages are found in one price bid, the bid shall be summarily rejected.

READ INSTRUCTIONS CAREFULLY GIVEN IN CHAPTER 4.B ALSO.

4.A.37. Constitution of Firm and power of Attorney

4.A.37.1. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.

- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

4.A.37.2. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

4.A.37.3 The RailTel will not be bound by Power of Attorney granted by the bidder or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.

4.A.37.4 In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

4.A.37.5 The duly notarized Power of Attorney specific to this tender along with the complete chain shall be submitted in original or duly signed.

4.A.38 Opening of Tender

4.A.38.1 Bidder's Credential Bid (Part-I) will be opened on specified date & time as mentioned in BDS Chapter 5 of the tender in presence of such bidders/ Representatives who choose to be present.

4.A.38.2 After scrutinizing Credential Bid, "Price Bid (Part- II)" will be opened on a time and date to be informed separately in presence of those bidders who qualify in "Credential Bid (Part-I)" as per qualifying criteria laid down in Clause 12 of this Chapter and who choose to be present.

4.A.38.3 Price Bid (part-II) envelopes of those bidders who are not found to meet tender conditions will not be opened.

4.A.39. Non-Transferability & Non-Refundability

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

4.A.40. Errors, Omissions & Discrepancies

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

4.A.41. Wrong Information by bidder

If the Bidder/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the Rail-Tel/REL reserves the right to reject such bidder at any stage.

4.A.42 The envelope containing any offline documents shall be addressed to the Purchaser at the following address:

**Executive Director/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003
Fax No.: +91-124-4236084**

4.A.43 The envelope shall bear name of the tender, the tender no. and the words “DO NOT OPEN BEFORE” (due date).

4.A.44 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.A.45. Preference to Domestic Manufacturers

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. The local manufacturers are exempted from experience and past performance criteria, and average annual turnover requirement under financial standing. The criteria for Capability (verifiable evidence that they have manufacturing capability to manufacture the specified quantity and supply the same within stipulated time period), Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

Bidders seeking Purchase preference for any particular SOR item shall submit the documents/ declarations etc. as per latest DIPP guidelines and as further stipulated in Rly. Bd letter No. 2015/RS(G)/779/5 dated 26.06.2018 & 03.08.2017 and DOT (Ministry of communications) Gazette dated 29Th August, 2018 or the applicable/associated latest letters if any as on date of opening of the bid. The necessary documentation for the individual items being declared to be Local shall be as per the stipulated guidelines as laid down in above mentioned policy letters and to be signed by the OEM as well as the bidder.

Purchase preference policy (linked with Local Content) notified vide letter no. P-45021/2/2017-B.E.-II dated 15.06.2017 of DIPP

1. Bidders seeking Purchase preference (linked with Local content) (PPP-MII) shall be required to meet/exceed the target of Local Content (LC) of 50% %.

- 1.1 Such bidders shall furnish following certificates on its letter head along with their techno-commercial bid. The undertaking shall become a part of the contract.

“We M/s. _____ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the tender i.e. 50% quoted vide offer No. _____ dated _____ against RailTel tender No. _____ by us.”

- 1.2 Above undertaking shall be supported by the following certificate form Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor.

“We _____ the statutory auditor of M/s. _____ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. 50% (to be filled by the work center) quoted vide offer No. _____ dated _____ against RAILTEL tender No. _____ by M/s. _____ (Name of the bidder).”

Note:- In case of bidder(s) for whom Statutory Auditor is not required as per law, as per law required certificates shall be provided by a practicing Chartered Accountant.

- 1.3 At the bidder stage the bidder shall provide Break-up of “Local Component” and “Imported Component” in the prescribed format as enclosed Annexure – VII and shall be uploaded by the bidders along with their price bid in the e-procurement portal.
2. Eligible (techno-commercially qualified) LC bidder shall be granted a purchase preference to 20% i.e. where the evaluated price is within 20% of the evaluated lowest price of Non Local Content (NLC) bidder, other things being equal. Accordingly, purchase preference shall be granted to the eligible (techno-commercially qualified) LC bidder concerned, at the lowest valid i.e. NLC price bid.
3. Only those LC bidders, whose bids are within 20% of the NLC L1 bid, would be allowed an opportunity to match L1 bid. All the eligible LC bidders shall be asked to submit their confirmation to match their price in sealed envelopes. Envelopes of the bidders shall be opened and award for the prescribed quantity shall be made to the lowest evaluated TA/CA (Techno-Commercial Acceptable) bidder among the eligible LC bidders. In case the lowest eligible LC bidder fails to match L1 price, the next eligible LC bidder will be awarded the prescribed quantity and so on. In case none of the eligible LC bidders matches the L1 bid, the actual bidder holding L1 price will secure the order.
- 3.1 Entire contract shall be awarded to the lowest techno-commercially qualified LC bidder subject to matching with valid NLC L1 rates. In case LC bidder fails to match rates with valid NLC L1 rates then entire contract shall be awarded to valid NLC L1 bidder.
4. For the purpose of this policy, all terms used vide aforesaid policy shall be governed by the definitions specified in Para 2 of the policy document notified by DIPP vide letter No. P-45021/2/2017-B.E.-II dated 15.06.2017.
5. The successful bidder shall be obliged to fulfill the requirements of quality and delivery time in accordance with the provisions of the Purchase order/contract.

6. RailTel/REL shall have the right to satisfy itself of the production capability and product quality of the manufacturer.
7. Determination of LC
 - 7.1 LC of bid offer shall be the ratio of the whole cost of domestic component in the combination of goods and services to the whole combined cost of goods and services.
 - 7.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
 - 7.3 The spent cost as mentioned in paragraph 8.2 shall include production cost in the calculation of LC of goods as at clause 7.3.1 and service cost in the calculation of LC of services as mentioned in clause 7.3.2.
 - 7.3.1 Calculation of LC of goods : LC shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.
 - 7.3.2 Calculation of LC of Services : LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service total cost of service.
 - 7.3.2.1 The total cost of service shall be constituted of the cost spent for rendering service,
covering :
 - a) Cost of component (material), which is used.
 - b) Manpower and consultant cost, cost of working equipments/facility and
 - c) General service cost, excluding profit, company overhead cost, taxes and duties.
 - 7.3.2.2 Determining of Local Content: The determination of local content of the working equipments/facility shall be based on the following provision:

Working equipment produced in the country is valued as 100% (one hundred percent) local content working equipment produced abroad is valued as much as nil (0% percent) local content.
 - 8.0 Calculation of LC and Reporting
 - 8.1 LC shall be calculated on the basis of verifiable date. In case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

8.2 Formats for the calculation of LC of goods may be seen at Enclosure-IV of the policy document.

9.0 Certification and Verification

9.1 Bidder seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods as follows:

9.1.2 At bidding stage :

a) Price Break-up

- (i) The bidder shall provide break-up of “Local Component” and “Imported Component” along with the price bid as per provisions under clause 1.3.
- (ii) Bidders must have LC in excess of the specified requirement.

b) Undertaking by the bidder

- iii. The bidder shall submit undertaking along with the techno-commercial bid as per clause No.1.1, such undertaking shall become a part of the contract.
- iv. Bidder shall also submit the list of items/services to be procured from Indian manufacturers/service providers.

9.1.3 After Contract Award

- a) In the case of procurement cases with the value less than Rs. 10 crore (Rupees Ten Crore), the LC content may be calculated (self-assessment) by the contractor and certified by the Director/Authorized Representative of the Company.
- b) The verification of the procurement cases with the value Rupees Ten Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

9.2 Each supplier shall provide the necessary local content documentation to the statutory auditor, which shall review and determine the local content requirements have been met and issue of local content in the good or service measured. The Auditor shall keep all necessary information obtained from supplier for measurement of Local Content confidential.

9.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with invoice while maintaining the overall % of Local Content for the total work/purchase of the pro-rata Local Content requirement. In case, it is not satisfied cumulatively in the invoices raised up to the stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

9.4 Where currency quoted by the bidder is other than Indian Rupees, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

9.5 RAILTEL shall have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

10. Sanctions

10.1 RAILTEL shall impose sanction of bidder/successful bidder for not fulfilling LC in accordance with the value mentioned in certificate of LC.

10.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

10.3 If the bidder does not fulfill the obligation after the expiration of the period specified in such warning. RailTel shall initiate action for blacklisting such bidder/successful bidder.

4.A.46. The Network for customers

The VSS Network is being provided primarily to meet the requirements of Ministry of Women & Child Development. Accordingly, the VSS network shall take into consideration the National Security requirements and National Security aspects.

4.A.47.

Deleted

4.A.48. Make in India:

The bidder may set up his manufacturing unit in India to the extent possible through a subsidiary or under license or through transfer of technology to any local manufacturer permitted by the purchaser. The bidder may indicate such tie ups for manufacturing in India if an arrangement is already in place.

The provisions of the Public Procurement (Preference to Make in India) Order 2017 dated June 15, 2017 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, GoI shall apply to this tender to the extent feasible. The domestic Suppliers are exempted from experience and past performance criteria, and average annual turnover requirement under financial standing. Local suppliers are not required to provide any proof of supply. The criteria for Capability, Equipment and Manufacturing facilities as well as net worth under the financial standing eligibility criteria shall be applicable to local suppliers also.

The bidder company may use the financial criteria of its own holding company or its Principal manufacturer in this case. However, the Holding company and/or the Principal manufacturer will have to counter guarantee the financials and/or bank guarantees as issued for the purpose of this tender.

CHAPTER-4

B. INSTRUCTIONS TO THE BIDDERS

4.B.0. General

These are the Special Instructions to the Bidders for e-Tendering.

4.B. 1. Order of Priority of Contract Documents:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Bid Data Sheet
- 5) Schedule of Requirements
- 6) Instructions to the Bidders
- 7) Annexure/Appendix to Tender
- 8) Form of Bid
- 9) Commercial Terms and Conditions of the Contract
- 10) Technical Specifications
- 11) Relevant Codes and Standards
- 12) Drawings

4.B.2 Submission of Bids only through online process is mandatory for this Tender

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in>, Indian Railways E-Procurement system (IREPS).

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

4.B.3 Tender Bidding Methodology:

Sealed Bid System - 'Single Stage - Two Envelope': In this, bidder has to submit each the bid (Part I –Credential/ Techno commercial Bid and Part II - Price Bid) in separate envelope "ONLINE".

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal.

RailTel Contact-I (for general Information)

RailTel's Contact Person /Designation
Kumar Rahul Joshi, JGM/Project
Telephone/ Mobile: 9717644200
E-mail ID: rahul@railtelindia.com

RailTel Contact-II (for general Information)

RailTel Corporation of India Limited Tender No. RailTel/Tender/OT/CO/P/2018-19/VMS /471 dated 21-02-19
RailTel's Contact Officer
Shaminder Singh, ED/Project
Telephone/ Mobile : 9717644410
E-mail ID: shaminder@railtelindia.com

4.B.4 Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on IREPS Portal.

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Two Packet (Part I –Credential/ Techno commercial Bid and Part II - Price Bid)
4. Online response to Terms & Conditions of Tender.
5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

4.B.5 Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Institutional Area, Plot 143, Sector 44, Gurgaon, before due date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- a) **EMD-Bid Security through IREPS Portal.**
- b) **Power of attorney** to be submitted in accordance with Clause-36.5, Chapter-4 of Tender Document.
- c) **In case bidder happens to be an eligible MSME**, the documentary evidence for same shall be submitted (clause 4.A.23 of tender document).
- d) Specific authorization addressed to RailTel from the OEM (Parent Company) for Indian Subsidiary (Clause 4.A.14 of Tender Document).
- e) **System Performance Guarantee** (Form no. 2, chapter-6).
- f) **Deleted.**
- g) Declaration regarding acceptance of clarification issued from DoT (Clause 4.A.18.2, of Tender Document).
- h) Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.
- i) Passwords of Price Bid file in separate sealed envelope.
- i) Format for Affidavit as per Annexure-IV failing which BID WILL BE SUM-MARILY REJECTED.**

NOTE: The Bidder has to upload the Scanned copy of all above original documents (item-h optional) as Bid-Annexures during Online Bid-Submission.

4.B.6 Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ON-LINE. Copy of these documents shall also be submitted in RailTel before Tender opening date & time. Bids without these off line submissions are liable to be rejected.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

4.B.7 Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on **www.railtelindia.com** and on **IREPS Portal** <https://www.ireps.gov.in/>. In addition to submitting the e Tender documents online, they should also submit a Demand Draft drawn in a scheduled bank in favour of "RailTel Corporation of India Ltd, payable at NEW-DELHI, towards the cost of the tender document.

NOTE: For online bid submission the bidder will have to necessarily download an official online copy of the tender documents from IREPS portal, and this should be done well before the deadline for bid-submission.

4.B.8 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

4.B.9 Fax Quotations & Late Tenders:

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

4.B.10 Attendance of Representatives for Tender Opening:

Representatives of bidders desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorized representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

4.B.21 Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on IREPS Portal only. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

4.B.22 Ambiguity/ Pre- Bid Clarification Requests:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to the RailTel in writing through emails to RailTel Contacts defined under Para 4.B.3. All clarification shall be responded through email.

4.B.23 Bid submission and Opening date

4.B.23.1 The bid should be submitted online along with Credential/Techno commercial & Price bid document (all documents).

4.B.23.2 Deleted.

4.B.23.2.1 Power of attorney in favor of the signatory duly authorizing the signatory shall be submitted in a separate envelope to the tendering authority before the due date and time of submission of the e-Tender.

4.B.23.2.2 The bidder's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) online simultaneous in presence of such Bidders/ Representatives who choose to be present online. The Tenders/Representatives can also choose to be physically present in the office of RailTel for the Online Public Tender Opening Event.

4.23.3 Bids received after due date and time shall be summarily rejected and shall not be opened.

4.B.24. Deleted.



CHAPTER- 5

BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document COMMERCIAL TERMS & CONDITIONS **Chapter 4.**

Clause	Description
Clause 4.A.1	Validity of offer 120 days.
Clause 4.A.2	Warranty 12 months .
Clause 4.A.4	Delivery/Implementation Timelines Refer Clause 4.A.4 of Chapter-4.
Clause 4.A.6	Performance Bank Guarantee (Security Deposit) Equivalent to 10% of the total value of the LoA issued. For more details please refer Clause 4.A.6 of Chapter-4.
Clause 4.A.14	Qualification Criteria Refer Clause 4.A.14 of Chapter-4.
Clause 4.A.19	Purchaser's Right to Vary Quantities up to a maximum extent of +/- 30% of contract quantity.
Clause 4.A.22	Earnest Money Deposit (EMD)/ Bid Security As per tender notice.
Clause 4.A.36	Last Date of Submission of Offer (Online) Date: 15-03-2019 Time: 15:00 hours Venue: same as above
Clause 4.A.36	Date of Opening of Tender (Online) Date: 15-03-2019 Time: 15:30 hours Venue: same as above

Note: 1. 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.

2. In the tender document, RailTel, REL and Indian Railways have been used at various places. It can be interchangeably used wherever required for various purposes of contract management purposes, as may be decided / intimated by the contract managing authority, i.e. RailTel.

3. Any logo/name of purchaser shall be of “Indian Railways” on all material being procured. It shall stand corrected if mentioned otherwise.

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CHAPTER- 6

Form No. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs One Hundred)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Purchase Order/LOA No.....dated.....made between.....and..... for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Bidder(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Bidder(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Un-

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

Dated the **day of** **2019**

for
(indicate the name of the Bank)

1. Signature
Name
2. Signature
Name

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE
(On Stamp Paper of Rs. One Hundred)

The Director,
RailTel Corporation of India Limited

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

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.



Form No. 3-DELETED

Form No. 4- DELETED

Form No. 5- DELETED

Form No. 6-DELETED



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PROFORMA FOR NIL DEVIATION COMPONENT COMPLIANCE UNDERTAKING LETTER

To

Executive Director/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003
Date dd-mm-yyyy

Dear Sir,

Sub: NIL Deviation Compliance for RFP no. RailTel/Tender/OT/CO/P/2018-19/VMS/471 for **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways dated 21-02-2019.**

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

1. Video management, video recording and Graphical client user interface are compliant to the technical specifications of the equipment as mentioned in the latest version of the specifications for IP-based video surveillance system issued by RDSO dated DD-Month-YYYY.
2. We hereby certify that the hardware and software mentioned in our technical solution and Bill of Material (BOM) are complete.
3. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the RFP. If any additional hardware and software is required to meet in scope requirements, then it would be procured by us at no extra cost to RailTel.
4. We will also ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document and RDSO specifications

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

PROFORMA FOR NO MALICIOUS CODE UNDERTAKING LETTER BY OEM

To

Executive Director/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003
Date dd-mm-yyyy

Dear Sir,

Sub: Undertaking for No Malicious Code for RFP no. RailTel/Tender/OT/CO/P/2018-19/VMS/471 for **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways dated 21-02-2019.**

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

1. All proposed software in scope of supplies when shipped by _____, does not contain embedded malicious code that would activate procedures to:-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/networks.
2. We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

PROFORMA FOR MANUFACTURER'S AUTHORIZATION FORM

Note: This authorization letter should be printed on the letterhead of all the original equipment manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP Ref No. RailTel/Tender/OT/CO/P/2017-18/VMS/471

Dated dd/mm/yy

To,

Executive Director/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003

Dear Sir,

Sub: Manufacturer's Authorization Form for RFP no. RailTel/Tender/OT/CO/P/2018-19/VMS/471 for **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways dated 21-02-2019.**

We who are established and reputable manufacturers/ producers of _____ having factories/ development facilities at _____ (address of factory/ facility) do hereby authorize M/s _____ (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation. We plan to manufacture the offered quantity for supply from our manufacturing facility(s) at(complete address).

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Bidder:

- 1 Such Products as RailTel may opt to purchase from the Bidder, provided, that this option shall not relieve the Bidder of any warranty obligations under the Contract; and
- 2 In the event of termination of production of such Products:
 - Advance notification to RailTel of the pending termination, in sufficient time to permit RailTel to procure needed requirements; and
 - Following such termination, furnishing at no cost to RailTel, the operations manuals, standards and specifications of the Products, if requested.

- 3 The OEM or authorized agency of the OEM has service and repair facility in India directly/ Software suppliers should have their Technical Assistance Centre (TAC) present in India.
- 4 Guarantee to provide long term technical, service and maintenance support to the bidder that may be required during installation and commissioning of the equipment up to the maintenance period.
- 5 Guarantee to supply spares for a minimum period of eight years from the date of commissioning to entire section / works / Guarantee to assure the continued support including all updates/bug-fixes/patches/upgrades on the supplied for a minimum period of eight years from the date of commissioning to entire section / works.
- 6 The OEM or authorized agency of the OEM should give Warranty for the minimum period of 3 years from the date of commissioning of individual stations.
- 7 The OEM or authorized agency of the OEM shall certify the installation of the equipment has been done correctly and installation fit for commissioning.

We duly authorize the said firm to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.

We further certify that, in case the authorized distributor/ system integrator/ bidder is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Place:

Date:

Seal and signature of the OEM

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**Form No.10-
Deleted**

Form No.11

PROFORMA FOR BID UNDERTAKING LETTER

To

Executive Director/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003
Date dd-mm-yyyy

Dear Sir,

Sub: RFP no. RailTel/Tender/OT/CO/P/2018-19/VMS/471 for **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways dated 21-02-2019.**

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

- 1 We have quoted for all items as requested by RailTel Corporation of India Ltd. in the RFP and stand committed to deliver to the highest standards and quality as required by RailTel Corporation of India Ltd. to meet the timelines of the project. Our bid submission is in line with the requirements of RailTel Corporation of India Ltd. as stated in the RFP.
- 2 We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
- 3 We are completely aware of the Service Level requirements and timelines specified by RailTel Corporation of India Ltd. and are committed to adhering to the same. We have also clearly taken note of the service level requirements of RailTel Corporation of India Ltd. and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
- 4 We have clearly understood RailTel Corporation of India Ltd.'s requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter.
- 5 We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to RailTel Corporation of India Ltd.'s discretion. We also confirm and understand that for all other errors which we have made in the bid, RailTel Corporation of India Ltd. for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment to RailTel of such amounts would be completely according to RailTel Corporation of India Ltd.'s discretion.
- 6 We confirm that we will provide the best of our resources and the people proposed by us

will be dedicated to RailTel Corporation of India Ltd. for the sake of resource continuity. Further, we also confirm that RailTel Corporation of India Ltd. may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by RailTel Corporation of India Ltd. we agree to change the same and provide RailTel Corporation of India Ltd. with a replacement within reasonable time so as to not affect the services/project timelines.

- 7 We confirm and understand that RailTel Corporation of India Ltd. has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to RailTel Corporation of India Ltd.
- 8 We confirm that all the proposed solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of RailTel Corporation of India Ltd.
- 9 We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
- 10 We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing, prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate and service levels as required by RailTel Corporation of India Ltd. are met and adhered. In case the hardware sizing is found to be inadequate and does not meet the SLA then the hardware upgrades, if any, will be provided without any further additional cost or burden to RailTel Corporation of India Ltd. than what has been specified by us in our commercial bid documents.
- 11 We will be the single point of contact/reference to RailTel Corporation of India Ltd. RailTel Corporation of India Ltd. will enter into agreement with us only.

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



PROFORMA FOR COMMERCIAL COMPLIANCE CERTIFICATE

To,

Executive Director/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003

Dear Sir,

Sub: Commercial Compliance Certificate for RFP no. RailTel/Tender/OT/CO/P/2018-19/VMS/471 for **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways dated 21-02-2019.**

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as bidder as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the price offered are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 days (One hundred eighty Days) after the date fixed for bid opening and it shall remain binding upon us and may be accepted by Rail-Tel, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We agree to the terms & conditions mentioned in the Tender document.

Terms & Conditions:

- 1 We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

Place:

Date:

Note:

Seal & Signature of the Bidder

PROFORMA FOR REQUIREMENT FROM INDIAN RAILWAYS/RAILTEL

Additional Infrastructure/ any other requirements from Indian Railways / RailTel should be listed in the table below and submitted along with the bid.

	Item	Description/Specification
1		
2		
3		
4		
5		
6		
7		
....		
....		
....		

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**Form No.15-
Deleted
Form No.16**

Proposed Agency Profile

Sub: Proposed Agency Profile for RFP no. RailTel/Tender/OT/CO/P/2018-19/VMS/471 for **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways dated 21-02-2019.**

S. No.	Particulars	Details to be furnished by the bidders
1	Names and designations of the persons authorized to make commitments to RailTel	
2	Previous organizations where the bidder was associated for similar type of services	
3	Duration of bidder association with that organization	
4	No. of years of experience	

We hereby acknowledge that the information provided by us is true and to the Best of our Knowledge

Place:

Date:

Seal and signature of the bidder

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**Form No.17-
Deleted**

Form No.18

Resource Deployment Plan during Implementation and support Phase

Bidder should provide the CV of Program Manager and indicative CV of proposed resources. The Bidder also needs to fill the below Resource Deployment which it plans to deploy during the implementation phase of the project.

Resource Name	Role	M 1	M 2	...	....	...	M 24	...	....	...	....	....	....	M 120
	Project Manager	F/P												
	Team Leader													
													
													
													
													

Note:

- F – Full Time
- P – Part Time Resource Deployment Plan

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Past Experience Form

S.No.	Item	Details
A. General Information		
1	Customer Name	
2	Details of Contact Person	
	Name	
	Designation	
	Email	
	Mailing Address	
	Phone	
	Fax	
B. General Information		
3	Name of the Project	
4	Government/Private/PSU/Others please specify	
5	Start Date and End Date	
6	Current Status (Completed/Work in Progress)	
7	Contract Tenure	
8	Geographical Coverage (No. of locations the project covers)	
9	Effort involved in person-months in each phase with average/peak number of resources deployed in each phase	
C. Size of the Project		
	Order Value of the project	
	Capital Expenditure involved	
	Cost of services provided by the bidder	
	Cost of services provided by the partners if involved	
	Approximate number of concurrent users	
	No of Video Cameras implemented (if applicable)	
	No of Network Devices managed (if applicable)	
	Please Provide customer certificate/Work order for executed Scope	
D. Brief description of scope of Project		
	Highlights of the Key Result Areas expected and achieved	
	List of modules and sub-modules implemented	
	Narrative description of Project including technology deployed	
	Description of actual services provided by your firm	

Certification: I, the undersigned, certify that these data correctly describe the Projects implemented by our Company.

(Signature)

(Name of Authorized Signatory)

(Designation)

(Date)

(Name and address of the bidder)

(Company Seal)



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Parent Company Guarantee

This GUARANTEE ("Guarantee") is issued on the _____ day of _____, _____ by _____, a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as "Guarantor" and/or "_____"), at the request and/or behest of _____, a Company organized and existing under the laws of _____ having its Registered Office at _____ (hereinafter referred to as "Indian arm"), in favour of RailTel Corporation Of India Ltd, Corporate Office, Plot No. 143, Sector 44, Gurgaon, Haryana -122003 (Hereinafter called " the RailTel" or "Beneficiary")

The Beneficiary floated a tender dated _____ inviting offers from Vendors for _____ (purpose). The Indian arm are submitting their response dated _____ and advised the Beneficiary that the Indian arm is the subsidiary/ authorized agent/ branch office/ affiliate* of the Guarantor. The Guarantor wishes to inform the Beneficiary that its Indian arm _____, will quote and participate in the tender in their place and desire that the contract be placed by the Beneficiary on the Indian arm. For this reason, the Guarantor is ready and willing to give a Parent Company Guarantee (PCG) inter alia for the performance of their Indian arm to the terms and conditions of the tender and on failure to assume the said obligations.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,

(Signature) Signature :

Witness

Name :

Designation :

Date :

* Strike off that which is not applicable and retain the correct relationship between Guarantor and Indian arm

Form No.21

List of Office Locations

S.No	Office Name and Address	State in which office is located	No. of Staff employed at location

Place:

Date:

Signature and Seal of Bidder

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**Form No.22-
Deleted**

Form No.24

Undertaking to provide for the support to quoted product

RFP No: RailTel/Tender/OT/CO/P/2017-18/VSS/432

Dated: dd/mm/2017

To,
Executive Director/Project
RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area,
Opposite-Gold Souk,
Sector-44, Gurgaon-122003
Dear Sir,

Sub: Undertaking to provide for support to the proposed product with reference to RFP no. RailTel/Tender/OT/CO/P/2018-19/VMS/471 for **Supply, Installation, Testing, Commissioning, Operation and Maintenance of Video Management System for IP based Video Surveillance System (VSS) at various Railway Stations of Indian Railways for and on behalf of RailTel Enterprises Limited and Indian Railways dated 21-02-2019.**

We hereby explicitly undertake to provide support for the quoted _____ (OEM) products in terms of provision of spares and repair/replacement of faulty equipment, software upgrade as per the terms and conditions of the support contract pre-purchased by _____ (the Lead Bidder and System Integrator) for the requirements mentioned in RFP document during the entire duration of the project starting with bid preparation process up until project implementation and maintenance of the same. The project duration comprises of 45 days of implementation and 12 months of warranty (including period of extension as provided under clause 4.A.2). In case of unavailability of support/repair/replacement of proposed products during the currency of the project, we would provide an equivalent or better product at no cost to RailTel.

Place:

Date:

Seal and signature of the OEM

(This letter should be on the letterhead of the OEM duly signed by an authorized signatory)

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CHAPTER-7

Annexure-I & II Deleted



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CONSORTIUM BIDS

1.1 In view of nature of work covered in the Bid documents, it is anticipated that some of the intending tenderers will pool their resources and experience to form consortia. Consortium bids are permitted with each consortia of tenderers allowed to have at maximum three members, the consortia of tenderers must clearly define the lead bidder of the consortia along with its roles and responsibilities.

1.2 The Lead bidder should have experience of execution of turnkey similar projects/Works (Definition of similar work is as per the clause 4.A.14 of Chapter 4). In their own interest the tenderers who form such a consortia are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners.

1.3 Consortia of tenderers, if any, must clearly define role/scope of work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the contractor and will be responsible for timely completion of work as also during execution of work, if awarded, coordinate with Purchaser on behalf of the consortium, receive payments for the works executed and be liable for due performance of the contract in all respect.

1.4 Qualification documents, details etc. must however, be provided for each member firm complete in all respects strictly in requisite proforma.

1.5 A consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by consortium to take advantage of certain developments during evaluation stage will render the bid liable to be rejected. As all details are required to be furnished along with the bids and will be critically examined during evaluation of bids, it is imperative that such details should have been thoroughly examined as a safeguard against a possible disqualification of bids on these grounds.

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

1.7 In case of consortium bids by Indian Company with foreign Company as one of the consortium partner, Part of Payment (for imported items) can be quoted in any of the major foreign currencies viz USD, British Pound, EURO or Japanese YEN. In such a case, bidder should clearly specify the components of Foreign exchange and Indian currency for each item.

1.7.1 For evaluation purposes, Exchange rate applicable on the date of technical bid opening (T.T. selling Exchange rate of State Bank of India applicable on the date technical bid opening) will be considered.

1.7.2 Release of payments in foreign exchange for imported items to foreign companies as a consortium partner, shall be on request of lead bidder along with bill and will be governed by payment clause (as per clause no. 4.A.5 of chapter-4 Section-I Commercial Terms & Conditions of Contract).

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

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

1.10 Firms should submit the affidavit (As per Form-A) & Consortium Agreement (As per Form-C) along with the bid/offer.

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

1.A CONDITIONS FOR PARTICIPATION OF JOINT VENTURE FIRMS

- (i) Separate identity/name shall be given to the Joint Venture firm.
- (ii) Number of members in JV firm shall not be more than 3.
- (iii) Members of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm **in the same tender.**
- (iv) The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent member.
- (v) EMD shall be submitted only in the name of the JV and not in the name of constituent member. However, in exceptional cases EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.
- (vi) One of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.
- (vii) A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MoU. (The MoU format for this purpose shall be finalized by the RailTel in consultation with their law branch and shall be enclosed along with the tender)
- (viii) Once the tender is submitted, the MoU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this

stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this MoU shall be extended till the currency of the contract expires.

(ix) Approval for change of constitution of JV firm shall be at the sole discretion of RailTel. The constitution of the JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

(x) Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

(xi) On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantee like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery Advance etc. shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.

(xii) On issue of LOA, an agreement among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the RailTel before signing the contract agreement for the work. (This agreement format should invariably be part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.

This joint venture agreement shall have inter-alia following clauses:

a. **Joint and several liability** – The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to RailTel for execution of the project in accordance with General and special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.

b. **Duration of the joint venture agreement** – It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.

c. **Governing Laws** – The JV agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

d. **Authorised Member** – Joint Venture members shall authorize one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said

tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.

(xiii) Not used

(xiv) No member of the JV firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (RailTel) in respect of the said tender/contract.

(xv) Documents to be enclosed by the JV firm along with the tender:

A. In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted: -

(a) Notary certified copy of the Partnership Deed.

(b) Consent of the all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original),

(c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.

B. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed.

Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

C. In case one or more members is/are limited companies, the following documents shall be submitted:

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

D. All the members of the JV shall certify that they have not been black listed or debarred by Railways/RailTel or any other Ministry/Department of the Govt. of India/State Govt. from participation in tender/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.

(xvi) Firms should submit the affidavit (As per Form-A) & Joint Venture Agreement/Memorandum of Agreement (As per Form-B) along with the bid/offer.

AFFIDAVIT

(To be given separately by each Consortium/Joint Venture member of the Bidder on Stamp
Paper of Rs. 10)

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

1. I say that I am the authorized signatory of _____ [insert name of compa-
ny/Consortium/Joint Venture member] (hereinafter referred to as “Bidder/Consortium/Joint
Venture Member”) and I am duly authorized by the Board of Directors of the Bid-
der/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the
Bidder/Consortium/Joint Venture Member.

2. I say that I have submitted information with respect to our eligibility for RailTel Corpora-
tion of India Ltd. (hereinafter referred to as “RCIL”) **(NAME OF WORK)** (hereinafter re-
ferred to as “Project”) Request for Proposal (‘RFP’) document and I further state that all the
said information submitted by us is accurate, true and correct and is based on our records
available with us.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to fur-
nish any information, which may be requested by RCIL to verify our credentials / informa-
tion provided by us under this tender and as may be deemed necessary by RCIL.

4. I say that if at any point of time including the extension period, in case RCIL requests any
further/additional information regarding our financial and/or technical capabilities, or any
other relevant information, we shall promptly and immediately make available such informa-
tion accurately and correctly to the satisfaction of RCIL.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading
information by us in our RFP shall entitle us to be disqualified from the tendering process for
the said Project. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Request for Proposal (RFP) document has
been duly complied with.

DEPONENT

VERIFICATION

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit
are true and correct to my own knowledge. No part of it is false and nothing material has
been concealed. Verified at _____, on this _____ day of _____, 2016.

DEPONENT

JOINT VENTURE AGREEMENT/MEMORANDUM OF AGREEMENT

(On Stamp Paper of Rs fifty)

This Joint Venture Agreement/Memorandum of Agreement is executed at Gurgaon on this _____ day of _____, 2016.

BETWEEN

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

AND

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

AND

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

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

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

AND WHEREAS both the parties hereto have discussed and agreed to form a Joint Venture for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS JOINT VENTURE AGREEMENT/Memorandum of Agreement hereby WITNESSES:

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

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

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

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

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

WITNESSES:

1. _____
2. _____

Enclosure:

- Board resolution of each of the Joint Venture Members authorizing:
- (i) Execution of the Joint Venture Agreement, and
 - (ii) Appointing the authorized signatory for such purpose.

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CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT

(On Stamp Paper of Rs fifty)

This Consortium Agreement is executed at Gurgaon on this ____ day of _____, 2016.

BETWEEN

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

AND

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

AND

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

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

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

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

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).

2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.

3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”

4. That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.

5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.

6. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.

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

8 That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.

9. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be rejected.

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

11. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.

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

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

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

WITNESSES:

1. _____
2. _____

Enclosure:

Board resolution of each of the Consortium Members authorizing:
(i) Execution of the Consortium Agreement, and
(ii) Appointing the authorized signatory for such purpose.

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

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____
as per the tender No. _____ of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

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Annexure-V

Inspection Procedure pertaining to Clause nos. 3.D.1 and 3.D.3 of Chapter 3-D of the Tender Document:

2. (i) The tests shall be undertaken by RDSO/Railways/RailTel's officials with modified QA processes in place of 3rd party undertaking the entire test abroad. [L]
[SEP]
3. (ii) In case OEM/Vendor has already got Type Tests and Acceptance Tests conducted on the lot offered for supply, by the 3rd party test house as per RDSO guidelines, OEM/Vendor can apply for the waiver of the repeat type test and/or acceptance test. [L]
[SEP]
4. (iii) While submitting request for waiver of Type Test and/or Acceptance Test, the OEM/vendors shall submit documents regarding all quality acceptance tests conducted by a recognized third party on the equipments being offered for supply. If the tests are within the stipulated limits of RDSO, RDSO may waive off those Type Tests and/or Acceptance Tests. [L]
[SEP]
5. (iv) In case OEM/vendor has not got Type Tests/Acceptance Tests conducted by a reputed Third party or only partial Type Tests/Acceptance Tests has been done, OEM/vendor shall apply to RDSO for arranging only the remaining Type Tests/Acceptance Tests along with the request letter and necessary certificates of tests already done. Tests may be carried out by the nominated officials from Railway/RailTel or from RDSO. These tests shall be got conducted by the OEM/vendor either at Factory premises if inspection facility exists or at 3rd party test house of International repute such as UL, TUV etc. as per request by OEM to RDSO (Telecom Directorate). [L]
[SEP] In case, the test has to be done at a 3rd party test house, the details of such a test house shall be submitted by OEM/vendor to RDSO (Telecom Dte.) for prior clearance. These details shall show the testing capability of the test house and shall confirm that the test house has already undertaken the requisite testing of such equipments. RDSO (telecom Dte.) shall advise the test format and details regarding the sampling plan to the inspecting officials of Railways/RailTel for the equipments on which type test are required to be conducted. RDSO(Telecom Dte) shall also advise concerned RDSO(S&T-QA) Cell. [L]
[SEP]
6. (v) The Railway/RailTel's officials after conducting requisite type test or/ and acceptance test shall submit the test report directly to RDSO. In case, they have found that equipment conforms to RDSO's specification, necessary clearance for dispatch of the equipment shall be given by them to the OEM/vendor under intimation to RDSO. [L]
[SEP]
7. (vi) In case complete tests are done by RDSO/railways/RailTel, on arrival of such cleared equipment in India, sample tests covering only visual test shall be undertaken by

RDSO(S&T-QA) at the premises of OEM/Vendor in India. [SEP]

- . (vii) In case, where some or all type tests and acceptance tests were waived off based on 3rd party testing certificate, on arrival of such cleared equipment in India, sample test covering visual and functional tests shall be undertaken by RDSO (QA/S&T) at the premises of OEM/Vendor in India. [SEP]
- . (viii) On successful completion of visual tests as above, requisite inspection certificate shall be issued by RDSO after countersigning of test reports submitted by the inspecting team and keeping a record of the test reports. [SEP]
- . (ix) In case some tests have been waived off as per para (ii) of this policy, the vendor shall submit special bank guarantee (in addition to Performance Guarantee) equivalent to 10% of the value of the equipment inspected abroad and valid for a period of one year and undertaking to the purchaser that the equipment supplied shall meet all the requisite parameters of the specification and shall work satisfactorily failing which bank guarantee may be encashed. Firm shall also submit suitable undertaking regarding satisfactory repair/service support to the purchaser. [SEP]
- . (x) Once type test has been successfully completed on an equipment, only acceptance test shall be conducted subsequently, in case the same equipment (make, model & version) is offered again. [SEP]

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Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref No. _____ Bank Guarantee No. _____
Dated _____

To
RailTel Corporation of India Limited

Dear Sirs,

4. In consideration of _____ (hereinafter referred to as RAILTEL, which expression shall, unless, repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a Contract No. _____ dated _____ (hereinafter called 'the said CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and RAILTEL having agreed that the CONTRACTOR shall furnish to **RAILTEL** a Bank Guarantee for India Rupees/US\$ _____ for the faithful fulfilment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).
5. We (name of the bank) _____ registered under the laws of _____ having _____ head/registered _____ office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to RAILTEL immediately on first demand in writing any / all money to the extent of Indian Rs./US\$ (in figures) _____ (India Rupees/US Dollars (in figures) _____ (India Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by RAILTEL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall not be determined, discharged by RAILTEL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

6. The Bank also agrees that **RAILTEL** at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that RAILTEL may have in relation to the CONTRACTOR's liabilities.
7. The Bank further agrees that 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 said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IL 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 being granted to the said CONTRACTOR(s) or for any forbearance, act or any such matter of RAILTEL or any indulgence by RAILTEL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of RAILTEL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharges or till RAILTEL discharges this guarantee in writing, whichever is earlier.
9. This Guarantee shall not be discharged by any change in our constitution, in the constitution of RAILTEL or that of the CONTRACTOR.
10. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
11. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of India Courts of the place from where the purchase CONTRACT has been placed.
12. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ and our guarantee shall remain in force until _____ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of RAILTEL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all rights of RAILTEL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20__ at _____

WITNESS NO. 1

(Signature)
Full name and official address
(in legible letters)
Stamp

(Signature)
Full name, designation and
address
(in legible letters)
With Bank

WITNESS NO. 2

(Signature)
Full name and official address
(in legible letters)
Stamp

Attorney as per power of
Attorney No. _____
Dated _____

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Annexure - VII

CALCULATION OF LOCAL CONTENT

A	COST COMPONENT Rs./Foreign Currency (To be specified)	COST SUMMARY				
		Domestic	Imported Rs./Foreign Currency (To be specified)	Total	LC	
					%	Rs./Foreign Currency (to be specified)
		a	b	c = a + b	d = a/c	e = c x d
I	GOODS					
1	Material used cost					
2	Equipment cost					
3	Sub Total I					
II	SERVICES					
1	Personnel & Consultant Cost					
2	Equipment & Work Facility Cost					
3	Construction/Fabrication Cost					
4	Other Services Cost etc					
5	Sub Total II					
III	Total Cost Goods + Services					
B.	Non Cost Component					
C.	TOTAL QUOTED PRICE					

Note:

$$\% \text{ LC Combination} = \frac{\text{Total domestic components cost of goods (A.I.3.a) + Total domestic components cost of services (A.II.5.a)}}{\text{Total Cost (A.III.c)}} \times 100$$

As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content. (Applicable only for Foreign Purchase/Global Tenders)

CHAPTER- 8

TECHNICAL, FUNCTIONAL REQUIREMENTS & SPECIFICATIONS

Note 1: The proposed solution must meet all technical and functional specifications mentioned in the latest Technical specification released by RDSO or else otherwise defined the tender document.

RDSO or TEC specification shall be the base specifications wherever available, where these are not available the equipment/software/application etc. shall conform to standard ITU/internationally accepted standards.

However, in case of any conflict on the solution design parameters, system functional requirements and technical specification of a system/item between RDSO specification and the tender conditions, the tender conditions will prevail over RDSO specifications.

Note 2: It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

Note 3: Deleted.

Note 4: Deleted.

Note 5: The below mentioned technical specifications for the supply items are bare minimum requirements of the purchaser, the supply items quoted by bidder must comply with these technical specifications. However, the bidder can quote the items with higher technical specifications catering to the futuristic requirements of the proposed solution.

Note 6: The BOM submitted by the bidder as a part of the bid response must be vetted by respective OEMs.

8.1. Video Surveillance System (VSS) for Stations

The following para mentions Design parameters, Functional and Technical requirement for VSS system for Stations.

This includes Video Management Software, Video Recording Software and GUI Client Software for IP based Video Surveillance at stations.

Broadly, the system functionality and technical requirement shall be as per RDSO Specification of IP Based Video Surveillance System Specification no. RDSO/SPN/TC/65/2019 Revision 5.0 or latest with all amendments for IP based CCTV at Stations.

HOWEVER, IN CASE OF ANY CONFLICT ON THE SOLUTION DESIGN PARAMETERS, SYSTEM FUNCTIONAL REQUIREMENTS AND TECHNICAL SPECIFICATION OF A SYSTEM/ITEM BETWEEN RDSO SPECIFICATION AND THE TENDER CONDITIONS, THE TENDER CONDITIONS WILL PREVAIL OVER RDSO SPECIFICATIONS.

8.3.1.1.2 Bidder to install VMS at 629 (tentative) nos. of stations and also at two data-center locations (Delhi and Secunderabad) for centralized management of multiple stations locations.

At each stations bidder shall be provided one server for installation of video management and video recording software for management and recording of minimum 64 numbers of Full HD cameras or 32 numbers of 4K UHD cameras or mix of both on pro-rata basis installed at that location. Further, bidder shall be provided with up to 4 servers each in Delhi and Gurugram datacenter for installation of VMS for centralized management of all the stations and viewing.

Existing server hardware of RDSO specification no. RDSO/SPN/TC /65, Rev. 3.0/4.0/5.0 or latest with all amendments will be provided for installation at sites.

Bidder to install Graphical User Interface based Client Software at 630 locations on existing workstation hardware of RDSO specification no. RDSO /SPN/TC/65, Rev. 3.0/4.0/5.0 or latest with all amendments.

...END of Tender Document...

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