

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

ELECTRONIC TENDER
DOCUMENT (Open Tender)

E-bids for the “**Supply of Cisco Firewall FPR 2130 NGFW K9** ”

E-TenderNo. RailTel/Tender/NR/Cisco Firewall/2019-20/3,Dated 11.10.19

Due for Opening on 04.11.2019 at 15.30 hrs

CIN-U64202DL2000GOI107905

रेलटेल
RAILTEL
A Government of India
Undertaking



RailTel Corporation of India Ltd.
Delhi IT Park ,Block-III, 6TH Floor
Shastri Park, New Delhi-110053
Tel. No. : 011-22185933,
Fax: 011-22185978

E-Tender Notice No. RailTel/Tender/NR/Cisco Firewall/2019-20/3,Dated 11.10.19

RailTel Corporation of India Ltd. (RailTel) invites E- Bids for

“ **Supply of Cisco Firewall FPR 2130 NGFW K9**” The details are as under:

a)	E-Tender down loading.	From 11.10.2019 to 04.11.2019 Online Only
b)	Last date & Time of downloading	Up-to 14:30 hrs. on 04.11.2019 Online only
c)	Submission of e-Bids	Up-to 15:00 hrs on 04.11.2019 (if the date of opening happens to be a holiday the tender will be opened on next working day at same time.) Online only
d)	Opening of e-Bids.	At 15:30 hrs on 04.11.2019 Online Only
e)	Earnest Money (EMD)	Rs. 41,700/- (Including taxes)*
f)	Cost of Tender Document	Rs.5900/- (Including taxes)*
* These amount has to be paid online on Ireps Portal with the RailTel Bank account ,details are as follows.		
	Name of bank & address	State bank of India,Rail Bhawan, Rafi marg,New Delhi -01
	Name of Account holder	RailTel Corporation of India limited
	Account No	38500762345
	IFSC code	SBIN0003771
	Branch Code	3771

Note: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.

(Vivek Porwal)
Addl. General Manager/Mktg
For and on behalf of Executive Director,
Railtel Corporation of India Ltd., Northern Region

OFFER LETTER

To,
RailTel Corporation of India
Ltd., Northern Region,
6th floor, Block-III,
Delhi IT Park, Shastri Park,
Delhi-110053

I/We_____have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **30 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the supply of material as per Schedule of Requirement for **Tender no. RailTel/Tender/NR/Cisco Firewall/2019-20/3,Dated 11.10.19** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the Equipment within **30 days** from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supply according to the Specifications for materials laid down by the Railtel for the present contract.

2. A sum of **Rs. 41,700/- (Rupees Forty One Thousand Seven Hundered Only)** as amount has to be paid online in the Ireps Portal with RailTel Bank account details:

- a) **Name of bank & address: State bank of India,Rail Bhawan, Rafi marg,New Delhi -01**
- b) **Name of Account holder : RailTel Corporation of India limited.**
- c) **Account No : 38500762345.**
- d) **IFSC code : SBIN0003771.**
- e) **Branch Code : 3771.**

is herewith forwarded as “Earnest Money”. 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 30 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

ADDRESS

CONTRACTOR(S)

- 1.
- 2.

Commercial Terms & Conditions

1. All Equipments should be quoted as per Technical specifications given in Annexure-I.
2. 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.
3. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
4. Bidder shall submit the detailed BOM of the equipment's offered duly verified and certified by the respective OEM. The BOM shall be as per tender condition.
5. GSTIN ID of vendor should be provided from where goods will be supplied.
6. Validity period of offer : 30 days from the date of opening of tender.
7. Inspection: Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's/supplier's warehouse or lab by RailTel's authorized representative.
8. Consignee: Sh. Satkar Singh Sandhu, Project Manager/Hartron,
Consignee Address: HSDC, Mini Secretariat of Haryana, Sector-17, Chandigarh.
9. **Earnest Money Deposit (EMD)/ Bid Security: Rs 41,700/- (Rupees Forty One Thousand Seven Hundred Only)** shall be submitted on **Ireps Portal** with RailTel Bank account details as follows:

Name of bank & address	State bank of India, Rail Bhawan, Rafi marg, New Delhi -01
Name of Account holder	RailTel Corporation of India limited
Account No	38500762345
IFSC code	SBIN0003771
Branch Code	3771

10. For NSIC registered Firm:

No exemption will be applicable.

11. Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit security deposit in the form irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i. Security Deposit/Performance Bank Guarantee @ 10% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period as per format (Annex-III).
- ii. The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30

(thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, 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 for that work.

- iii. The security deposit/PBG shall be submitted to Regional Office ,Shastri Park,New Delhi.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

12. Eligibility Criteria for Bidder:

- a. The bidder should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM.
- b. The Bidder should have authorization specific to this tender from respective OEM.
- c. The tenderer should have executed single order of supply/ provision of Router /Switches/Wi-Fi/AP System equipment's costing not less than Rs. **8 Lacs** during last proceeding 3 financial years (i.e. current year and three previous financial years) from the date of opening of tender. Supply of this value against a single rate contract, during above period, will also qualify for this purpose. The bidder shall also furnish Supply/ work completion certificate issued by customer/s for the Purchase Orders/ Work Orders.
- d. The bidder should have annual turnover of Rs.**35 Lacs** or above during the last 3 financial years (i.e. current year and three previous financial years). The bidder should provide Audited Balance Sheets and annual reports as documentary evidence or other such documents so as to establish the financial soundness of their company for the preceding three financial years.

13. System of verification of Tenderer's credentials:

Firms should give as proof of work experience. Details of works executed giving details of the name of the project, date of award, length of the section, No. of Stations, value of the contract, the original execution period and the actual execution time taken. The certificate from the actual user about the satisfactory performance indicating all the details as given herein shall be enclosed with the tender.

The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria" will be considered for evaluating his/their tender.

"The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with Bid are true and factual. Standard format of the affidavit to be submitted by the Bidder is enclosed as Form- 3 format attached in **Annexure-III**. Non-submission of an affidavit by the Bidder shall result in summarily rejection of his/their Bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which

they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”

The RailTel 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, make available all such information, evidence and documents and may be necessary for such verification. Any such verification or lack of such verification, by the RailTel not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.

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

14. WARRANTY:

- 14.1 The materials are to be warranted for **60 months** from date of installation of devices at the consignee locations. The tenderer 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.
- 14.2 The warranty certificate issued by OEM should be in the name of **“Department of Electronics & Information Technology, Haryana, Haryana Civil Secretariat, Chandigarh”** and be shared with RailTel during the time of delivery.
- 14.3 **All the equipments should come with connectors, cables including Licenses, IOS/signatures, updates etc. required for successful installation, commissioning and operation of these devices for the period of five years.**
- 14.4 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 of **60 months**, whichever may be later, If any defect is not remedied within a reasonable time as mentioned on the OEM warranty certificate and in further clause 14.5 to 14.7, the Purchaser may proceed to do the work at the contractor’s risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 14.5 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

During the warranty period, the contractor shall remain responsible to arrange replacement in Next Business Day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Hartron/SWAN representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

- 14.6 Procured equipments must be with CON-SNT (SNTC-8X5XNBD) in which customer (Hartron/SWAN) can directly lodge complaint to CISCO TAC (Technical Assistance Centre) and

can also create a RMA (Return Material Authorization).

14.7 Replacement Services

During warranty period, if the Bidder fails to replace /Equipment card/Part in next business day, the following penalties will be imposed as per SLA calculation:

Service Category	Services Matrix Parameter	Measurement Method	Location	Baseline			Lower Performance		Breach	
				Metric		Penalty Points	Metrics	Penalty Points	Metrics	Penalty Points
				Peak hrs (8AM-8PM)	Non-Peak hrs (8PM-8AM)	65% weightage for Peak hrs and 35% weightage for Non-Peak hrs	Baseline - 2% in both the case (Peak & Non-Peak) hrs	Points will be calculated as per baseline formula	<94%	
Availability	Availability of Hardware and Firmware	EMS/ NMS Reports	SHQ	98.70%	98.70%	NO		7		12
			30 Bays Offices + Haryana Bhavan	98%	96%	NO		2		3
			DHQ + Haryaba Civil Secretariat	98%	96%	NO		6		13
			BHQ	98%	96%	NO		3		9
			Horizontal at SHQ (other than HO's & 30 Bay Offices), DHQ and BHQ	98%	96%	NO		3		7

Penalty Calculation:

Calculation will be considered as 1 point =2.5% of the quarterly billing value as penalty

e.g : If plenty points is 3, then $2.5 \times 3 = 7.5\%$ of quarterly value will be the penalty.

15. Delivery Period

The supplier will have to supply the material within **30 days** of issue of confirmed LOA/PO.

16. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Regional Office, RailTel Corporation of India Ltd. Delhi IT Park , Block-III, 6TH Floor, Shastri Park, New Delhi-110053 **14:30 Hrs of 04.11.2019** in a Sealed Envelope. The envelope shall bear 'DO NOT OPEN BEFORE' (due date & time). The offline documents shall be opened at **15:30 Hrs of 04.11.2019**. Bids without these off line submission of documents shall be rejected.

- i. MAF/ OEM Authorization Letter
- ii. BOQ of offered equipment.
- iii. Data Sheet of offered equipment.
- iv. Financial and technical Eligibility Criteria documents.
- v. Compliance of the tender document.

Note: 1) The acceptance of the all the clause mentioned in the information to the bidders document is mandatory. Any deviation / non-acceptance will lead to rejection of the bid summarily.

2) No other offline document shall be accepted.

3) An agreement will be signed with the successful bidder for execution of the order.

17. Terms of delivery:

- a) Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tenderer.
- b) Tenderer shall submit the offer clearly on CIP (Carriage and Insurance Paid) destination basis.
- c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

TECHNICAL REQUIREMENTS & SPECIFICATIONS

All the equipments should come with connectors, cables including Licenses, IOS/signatures, updates etc. required for successful installation, commissioning and operation of these devices for the period of five years.

All the materials must be the following make and model:

SN	Product make	Product model	Product category	Unit	Qty
1.	Cisco	Cisco FPR2130-NGFW-K9(Cisco Firepower 2130 NGFW)	Firewall	Nos.	124

Technical BOM are as below:

Annexure-I

Part Number	Description	Service Duration (Months)	Qty
FPR2130-BUN	Cisco Firepower 2130 Master Bundle	---	1
FPR2130-NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay	---	1
CON-SNT-FPR2130W	SNTC-8X5XNBD Cisco Firepower 2130 NGFW Appliance, 1U,	60	1
FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply	---	1
PWR-CORD-IND-D	Power Cord for India	---	2
SF-F2K-TD6.2.3-K9	Cisco Firepower Threat Defense software v6.2.3 for FPR2100	---	1
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	---	4
FPR2K-SSD200	Firepower 2000 Series SSD for FPR-2130/2140	---	1
FPR2K-SLIDE-RAILS	Firepower 2000 Slide Rail Kit	---	1
FPR2K-NM-BLANK	Firepower 2000 Series Network Module Blank Slot Cover	---	1
FPR2K-FAN	Firepower 2000 Series Fan Tray	---	1
FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply	---	1
FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier	---	1
L-FPR2130T-TMC=	Cisco FPR2130 Threat Defense Threat, Malware and URL License	---	1
L-FPR2130T-TMC-5Y	Cisco FPR2130 Threat Defense Threat, Malware and URL 5Y Subs	60	1

SCHEDULE OF REQUIREMENTS (SOR)

SN	Part Number	Description	Unit	Qty	Unit Rate (Rs.)All incl.	Total Amount (Rs.) All
1	Cisco FPR2130	Cisco FPR2130-NGFW-K9(Cisco Firepower 2130 NGFW)	No.	1		
	Total estimated Cost					
	Total(Round Off)					

Amount in words:

Tenderer's offer.: " I/We hereby offer to do the work at above quoted rates.

Note:- Above quoted rates are including all type of applicable taxes.

1. The material should be supplied as per Technical Specifications given in Annexure-I.
2. Tenderer shall give break-up of quoted rates indicating separately the basic cost, CGST/SGST/IGST/GST, insurance charges, packing, forwarding & transportation charges (freight upto destination) including unloading at consignee premises and other levies.

Signature of the Tenderer

Payment Terms and Conditions

1. Payment Terms

90 % of the value of the order on installation and acceptance of materials by Hartron ,duly inspected and accompanied with the following documents:

- Tax Invoice
- Delivery Challan duly accepted by Consignee.
- Inspection certificate
- Warranty certificate issued by OEM for period of 60 months from date of Installation in the name of “**Department of Electronics & Information Technology, Haryana, Haryana Civil Secretariat, Chandigarh**”
- On site delivery Insurance Certificate.
- Performance bank guarantee.

Balance 10% value of the PO, after 3 months from date of acceptance of material by Hartron.

2. Liquidated Damages

The timely delivery is the essence of this project, Liquidated damages will be applicable at the rate of half percent per week or part there of for undelivered portion subject to a maximum of **10 % of the cost of supply**. RailTel will have the right to cancel the order, place order on alternative source at risk & cost of the supplier besides levying the L.D.

3. Transportation

The rates quoted should be F.O.R.destination. (Free on Board destination).

4. Statutory Deduction

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

5. Issue of Purchase Order/Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidder whose offers have been found technically and commercially acceptable. The rates quoted by the bidders shall be compared/evaluated as a whole and the Purchase order shall be placed on lowest bidder for a whole. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 7 days of issue of Purchase Order, gives his acceptance.

6. Purchaser's Right to Vary Quantities

The Purchaser reserves the right to **increase the quantity to 2 instead of 1** of goods and services specified in the Schedule of Requirements without any change in unit price of the ordered quantity or other terms and conditions. Separate PO will be issued for additional quantity.

7. Purchaser's Right to accept any Bid and to reject any or all Bids

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

Purchaser's sanction.

8. Earnest Money Deposit(EMD)

Earnest Money as per Tender Notice for **Rs. 41,700/- (Rupees Forty One Thousand Seven Hundered Only)** shall be submitted online on the **Ireps Portal** with details as follows:

Name of bank & address	State bank of India,Rail Bhawan, Rafi marg,New Delhi -01
Name of Account holder	RailTel Corporation of India limited
Account No	38500762345
IFSC code	SBIN0003771
Branch Code	3771

EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase Order and furnish performance security in accordance with clause 11 of commercial terms and conditions.

9. BID PRICES, Taxes & Duties

The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the tender as per SOR. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

- 9.1. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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).
- 9.6. 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.

The breakup of price of each item of SOR in terms of basic Unit price, GST, Freight,

Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the supplier shall also be quoted separately.

The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

10. Clause wise Compliance

Clause wise compliance statement of the Technical Specifications and Commercial Terms & Conditions shall be enclosed with the offer along with technical literature of the material and other documents in support of relevant clauses.

11. Provenness of the material/equipment supplied:

In order to enable the Purchaser to assess the provenness of the materials offered, the bidder shall provide documentary evidence regarding the materials being offered by him.

12. Inspection

12.1 Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by authorized representative of RailTel's. The materials should be offered for inspection within 2 to 3 weeks of issue of Purchase Order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.

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

12.3 In case material fails during inspection, the same shall be replaced, free of cost, by manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

Nominated RailTel Engineer will issue inspection certificate of successfully completion of the test/inspection.

13. Fall Back Clause

The order/contract, if and when placed, will be subject to following Fall **Back Clause:-**

13.1 The price quoted by the supplier should not be higher than the maximum price, if any, for the materials and the same shall not be higher than the price usually charged by the supplier for materials of the same nature, class or description to any other purchaser.

13.2 The price charged for the materials supplied under the order/contract by the supplier shall in no event exceed the lowest price at which the supplier sells the materials of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such materials or sells such materials to any other person including his dealers at a price lower than the price chargeable under the contract,

he shall forthwith notify such reduction or sale to the purchase and the price payable under the contract for these materials supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

13.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to terminate the order/contract and purchase the materials at the risk and cost of the supplier and in that event the provision of General Conditions of tender shall, as far as possible, be applicable or recover the loss.

14. Force Majeure

Force majeure shall mean -

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection or military or usurped power, or civil war.
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the permanent works, except as may be provided for in the contract.
- Loss or damage due to the extent that it is due to the design of the works, other than any part of the design provided by the contractor or for which the contractor is responsible, and
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

15. Settlement of Disputes

For all commercial contracts with Private entities:

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. Arbitrator shall be appointed by Managing Director, RailTel Corporation of India Limited.

For all commercial contracts with Public Enterprises/ Govt. Departments:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprise. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or

revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

16. Governing Laws

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

17. Termination for Default

The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this order/contract in whole or in part.

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the order/contract.
- b) If the supplier fails to perform any other obligation(s) under the contract; and
- c) If the supplier, 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.

In the event the purchaser terminates the order/contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the order/contract to the extent not terminated.

18. Termination for Insolvency

The purchaser may at any time terminate the order/contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect to the Purchaser.

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations from requirements of the conditions of Contract

Commercial Terms & Conditions (Chapter -III)

Clause (Including Justification)	Deviation	Remarks
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2. The following are the particulars of deviations from requirements of the Technical specifications (Chapter -V)

Chapter (Including Justification)	Clause	Deviation	Remarks
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Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.

SIGNATURE AND SEAL OF THE MANUFACTURER / TENDERER

Performa for Performance Bank Guarantee**PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited, Delhi IT Park , Block-III, 6TH Floor, Shastri Park, New 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 Agreement No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. 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.
2. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

We, We,
(indicate the name of Bank) Further agree with the RailTel that the RailTel shall have the fullest

Form No.3 **Annexure-II**
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.....(hereafter called the tenderer) for the purpose of the Tender documents for the work ofas per the tender No. of (-----RailTel), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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