

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

**Plot No. 143, Institutional Area, Sector 44
Gurgaon-122003**

ELECTRONIC TENDER DOCUMENT

FOR

**Design, Supply, Installation, Testing and Commissioning of 5.8 GHz
Ethernet Radios for various capacities and ranges, Poles and Masts of
various sizes for RailTel's network on Rate Contract.**

OPEN TENDER

E-TENDER NO: RailTel/Tender/OT/CO/DNM/2017-18/Radio/353

Due for Opening on: 11.08.2017





RailTel Corporation of India Ltd.

Plot No. 143, Institutional Area,

Sector -44, Gurgaon-122003

E Tender Notice No.: RailTel/Tender/OT/CO/DNM/2017-18/Radio/353
Dt. 12.07.2017

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders for **Empanelment of OEM's/Vendors for entering into Rate Contract for "Design, Supply, Installation, Testing and Commissioning of 5.8 GHz Ethernet Radios for various capacities and ranges, Poles and Masts of various sizes for RailTel's network on Rate Contract"**.

The details are as under:

a)	Opening date of Tender downloading	12.07.2017
b)	Last date of submission of queries	24.07.2017
c)	Submission date of e-bids	11.08.2017 (3 PM)
d)	Opening of e-bids	11.08.2017 (3:30 PM)
e)	Approximate cost of Tender	Rs 5.5 Crore (approx.)
f)	Earnest Money (EMD)	As per Bid Data Sheet and to be made in favor of RailTel Corporation of India Ltd. in the form of DD payable at New Delhi.
Cost of Tender Document is Rs.2,800/-(Including Tax) .The required amount will be payable by Bank Draft in favor of RailTel Corporation of India Limited, New Delhi.		

Small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Documents.

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.tcil-india-electronictender.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's 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.

Group General Manager/DNM

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CHAPTER-1 SCHEDULE OF REQUIREMENTS

(Price Schedule)

S No	Description	Unit	Supply item price(Inclusive of all taxes)	Installation and commissioning charges (Inclusive of all taxes)
SOR 1	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Point to Point (PTP) Radio Set of 30 Mbps Aggregate throughput coverage up to 10 Km with Integrated/External Antenna	One set		
SOR 2	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Point to Point (PTP) Radio Set of 30 Mbps Aggregate throughput coverage up to 20 Km with Integrated/External Antenna	One Set		
SOR 3	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Point to Point (PTP) Radio Set of 100 Mbps Aggregate throughput coverage up to 10 Km with Integrated/External Antenna	One Set		
SOR 4	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Point to Point (PTP) Radio Set of 100 Mbps Aggregate throughput coverage up to 25 Km with Integrated/External Antenna	One Set		
SOR 5	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Point to Point (PTP) Radio Set of 150 Mbps Aggregate throughput coverage up to 25 Km	One Set		
SOR 6	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Point to Point (PTP) Radio Set of 200 Mbps Aggregate throughput coverage up to 10 Km	One Set		
SOR 7	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Point to Point (PTP) Radio Set of 250 Mbps Aggregate throughput coverage up to 20 Km	One Set		
SOR 8				

1	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Base Station Sector Radio set of 200 Mbps aggregate throughput coverage upto 15 km	Nos		
2	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Customer Premises Equipment Radio set of 30 Mbps aggregate throughput coverage up to 5 km with Integrated/External Antenna	Nos		
3	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Customer Premises Equipment Radio set of 30 Mbps aggregate throughput coverage up to 15 km with Integrated/External Antenna	Nos		
4	Supply, Installation, testing and commissioning of 5.8 GHz Ethernet Customer Premises Equipment Radio set of 10 Mbps aggregate throughput coverage up to 20 km with Integrated/External Antenna	Nos		
Schedule Of Requirement 9				
1	NMS for planning, configuring, fault management, maintaining, monitoring and Managing Radio links with supported software.	Nos		

AMC Charges as per para 3.7 (incremental cost in over and above of 3.5 % in % (plus) or % (minus) for all the above mentioned SORs			
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Note:	
I.	Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc (with tax break-up as per Performa attached as Annexure-A).
II	It shall be the responsibility of Supplier to transport the equipments (Radios) from RailTel Stores to site (Masts to be shifted to respective sites after inspection) at the time of Installation & Commissioning. Charges for the same shall be included (Supervision of Installation, Testing & Commissioning per site.)

III	The recommended list of spares with quantity / percentage should be given by the tenderer. However RailTel reserves the right to place the order for spares as per RailTel's requirement. The cost of recommended list of spares furnished by bidder will not be included in tender evaluation.
IV	Note: NMS Highlights: Should support Planning tools & Installation Wizard, Online monitoring of air interface quality, QoS and equipment alarms, Local and remote loopback testing, Over-the-air software upgrades Remote diagnostics, Alarm and performance reports, Manage up to 10000 links from one location, Intuitive, easy-to-use GUI Hierarchical network views, Performance monitoring and trend reports. Easy access to link and site information, Simple interface to any SNMP device NMS software should have SNMP based north bound interfaces and should be integrating to existing NMS software. NMS should be supplied by L1 bidder and should be capable of integrating elements supplied by other bidders. Bidders other than L1 shall extend support for integrating their elements with centralised NMS supplied by L1. Refer Chapter 4 for detailed specifications.
V	Link Engineering tool software to be supplied to RailTel at free of cost.
VI	Note: All the drawings and designs (super structure and the foundation) submitted for the execution of the work against this tender should have the approval of Structural Engineering Research Center (Council of Scientific and Industrial Research), Chennai or any Indian Institute of Technology located at Chennai, Kharagpur, Kanpur, Mumbai, New Delhi, Roorkee. Design and Drawings will be the sole property of the RailTel. Two (2) soft copies in CAD and hard copy of Complete set of legible drawings and designs for completion of the work should be submitted. Sample drawings for reference are attached in Annex.
VII	Soil test reports: Tower foundation is to be designed as per the strength of soil. However it is the sole responsibility of the tower designer to ensure the correctness of the soil by visiting the site. In any case the bidder shall under take the soil test report from a Govt recognized soil test laboratory/ Govt. engineering college, which will be submitted to RailTel for verification and customer acceptance if required. As per site conditions and with acceptance of RailTel Engineer RTT or GBT should be erected.
VIII	The above SORs should support the practical throughput requested for aggregate bandwidth and distance and the same will be checked in the field trial during the technical evaluation. The product will be rejected in case this doesn't meet the criteria of distance and throughput in the field trial.sls Bill of material: Rates of bill of material for following Items shall be provided in Following format Detailed BOM of OEM per SOR type including the following items: Antenna Mounting Fixture (One set) Shield twisted Pair ODU-POE cable 50 Mtrs per site Installation kit (RJ-45 connectors, Cable ties, Patch cord, Electrical Tapes, Weather proofing kit, Earthling Cable (1 Set) Any other item
IX	One set mentioned in Unit column under SOR includes supply of radios for transmission as well as receiving site.
X	All the supply item in SOR-I should include not only the following items but all other accessories to commission the link per site: 1. Indoor Unit 2 x FE, 2 x E1 2. AC Power Adaptor for Indoor Unit 3. Outdoor AC PoE 4. Outdoor DC PoE 5. CAT-6 Ethernet cable Please refer for the specification of the above accessories in Chapter IV. Railtel will specify the power supply arrangement in the sub Purchase Order after the site survey confirmation for ac or dc requirement by the tenderer. In case not specified in sub PO, tenderer should seek clarification on the power supply arrangement of the above accessories.

SCHEDULE OF REQUIREMENT - II

Line Item	Description	Unit	Charges
1	Site Survey for commissioning of the Ethernet Radio Point to Point (PTP) and Point to Multi Point (PtMP)	Per Link	1428/-
2	Training of personnel over and above the on-site training during the installation, maintenance and supervision period as detailed in the tender document.		
2.a	At OEM's premises	Man weeks	9902/-
2.b	At SI premises in India	Man weeks	Free of cost
3	Supply and erection of self supporting GBT/RTT Mast including Foundation work, aviation light, Mast earthing and suitable for wind velocity up to 180Km/hr of IS: 875 (part 3) 1987. And as per designs and drawings approved duly by Structural Engineering Research Centre (SERC), Chennai or any Indian Institute of Technology. Mast shall be capable of carrying a head load of 15 Kg (Antenna plus ODU).(Max height 30 mtrs)	Nos	Rs 3963/- (Price Per meter)
3.1	Installation Charges	Nos	Rs 420/- (Price Per meter)
4	Supply and Erection of 3 Mtr Pole with step-up ladder and strut support including civil Foundation and earthing. (Price per meter)	Nos	7026/-
4.1	Installation Charges	Nos	750/-
5	Supply and Erection of 6 Mtr Pole with step-up ladder and strut support including civil Foundation and earthing. (Price per meter)	Nos	9636/-
5.1	Installation Charges	Nos	1028/-
6	Supply and Erection of 9 Mtr Pole with step-up ladder and strut support including civil Foundation and earthing. (Price per meter)	Nos	17399/-
6.1	Installation Charges	Nos	1857/-

Note:- For SOR-II, the bidder has to comply with the rates as defined in the above Table. In case of non-compliance of the above rates, the bidder shall be disqualified.

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Price Schedule:

S N	Descrip tion	Tot al Qt y	EX- Facto ry Price (Basi c Unit Price exclu sive of all levies and charg es)	Pkg & Forward ing Charges		CGST @ --%		SGST @ --%		GST @--%		Frieght & Insura nce Charge s		Price Per Unit (all inclus ive) for delive ry at destin ation (4+6+ 8+10+ 12+14)	Total Price (Inclusive all)
				%	Am t	%	A mt	%	A mt	%	A mt	%	A mt		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

CHAPTER II

BID DATA SHEET (BDS)

The section consists of provisions that are specific to various Clauses of the tender document

Reference	Description
Tender Notice	Name of work: “Design, Supply, Installation, Testing and Commissioning of 5.8 GHz Ethernet Radios for various capacities and ranges, Poles and Masts of various sizes for RailTel’s network on Rate Contract”
Clause 6.16, Chapter-6	Validity of offer 90 days.
Clause 8.28 Chapter-8	Warranty 24 months from date of Supply.
Clause 3.2, Chapter-3	Delivery Period The time allowed for supply, installation & commissioning of the Radios and Mast is with 45 days for pole type structures and with 90 days for mast structures from the date of issue of Sub PO or as agreed to mutually by the supplier and RailTel.
Clause 3.3, Chapter-3	<p>i. Eligibility Criteria for OEM</p> <p>ii. Each OEM can authorize two authorized partners to bid the tender.</p> <p>iii. OEM of Radio should have deployment with 3 or more Telecom Operators in India for at least 2 years or more. Certification on OEM letter head will be required in this regard.</p> <p>iv. OEM should have installed base of more than 250000 radios globally or at least more than 40000 radios in India. Certification on OEM letter head will be required in this regard.</p> <p>v. OEM make of the Radio should have its own office and repair centre for 3 years or more in India. Certification on OEM letter head with address and Contact number will be required in this regard.</p> <p>vi. Equipment Type Approval Certificate for the product quoted should be in the name of the OEM and should have been issued for more than 6 months prior to the date of RFP notification. Certification in this regard will be required.</p> <p>vii. OEM of Radio to have ISO Certification for design, manufacturing and marketing of wireless communication products and solutions. Certification in this regard will be required.</p> <p>viii. OEM make of the Radios should have supplied Radios against 3 or more POs (Govt & Private) worth more than INR 2 Cr (or equivalent in other currencies) or more each in last 6 years in India. PO and completion certificate will be required.</p> <p>ix. OEM should have 24x7 TAC support facility in India, undertaking should be provided on OEM letter head..</p>

Reference	Description
	<p data-bbox="571 235 946 271">Eligibility Criteria for Bidder</p> <p data-bbox="501 306 1385 403">x. The tenderer/OEM should have executed single order of supply/ provision of Radio Frequency (RF) equipments/Routers/Switches costing not less than amount mentioned as below:</p> <div data-bbox="598 454 1347 622" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p data-bbox="598 454 1347 622">Single order costing of supply/ provision of Radio Frequency (RF) equipments/Routers/Switches during last preceding 3 financial years(i.e. current year and three previous financial years) from the date of opening of tender not less than Rs. 2.68 /- Crore</p> </div> <p data-bbox="571 674 1385 806">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.</p> <p data-bbox="501 875 1385 1008">xi. The sum total of the turnover of contractual payment received during the last preceding 3 financial years(i.e. current year and three previous financial years) from the date of opening of tender should be a minimum of amount mentioned as below:</p> <div data-bbox="598 1059 1362 1160" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p data-bbox="598 1059 1362 1160">Minimum Sum of total of the turnover of contractual payment received during the last preceding 3 financial years is Rs. 11.48 /- Crore</p> </div> <p data-bbox="571 1225 1385 1321">The bidder should provide Audited Balance Sheets and annual reports as documentary evidence or other such documents so as to establish the criteria mentioned above.</p> <p data-bbox="501 1391 1362 1456">xii. The Bidder should have registered office in India for a minimum period of 3 years as on originally scheduled date of bid opening.</p> <p data-bbox="478 1507 1385 1603">xiii. The Bidder should have authorization specific to this tender from respective OEM. OEM authorization will be required in this regard will be required.</p> <p data-bbox="478 1677 1385 1742">xiv. The bidder should have ISO 9001 and ISO 14001. Certification in this regard will be required.</p> <p data-bbox="478 1816 1385 1971">xv. The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation. Self certification will be required.</p>

Reference	Description
Clause 7.2, Chapter-7	Purchaser's Right to Vary Quantities Up to a maximum extent of +/- 50% of SOR quantity.
Clause 6.4, Chapter-6	Earnest Money Deposit (EMD)/ Bid Security : <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Rs 500000/- (Rs Five lakhs only) in the form of Pay Order/Demand Draft drawn in favour of RailTel Corporation of India Ltd. payable at New Delhi. </div> Original DD/Pay Order to be deposited in RailTel office, Gurgaon. For more details see items 6, Chapter 2-A of tender document.
Clause 3.11, Chapter-3	Pre-Bid Conference & Clarification Requests Last date of Submission of Clarification Date: 24.07.2017 Pre-bid Conference Date: 25.07.2017 Time: 15:30 hrs Venue: 143, Institutional area, Sector 44, Gurgaon-122003
Tender Notice	Last Date of Submission of Offer Date: 11.08.2017 Time: 15:00 hours Venue: same as above
Tender Notice	Date of Opening of Tender Date: 11.08.2017 Time: 15:30 hours Venue: same as above
Bank Details of the Bidder	Supplier must fill the supplier's template attached with the tender in Chapter 9.

Chapter - II

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 6 of the Tender Document.

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage Two Envelope'. In this bidder has to submit Techno-commercial bid and Price-Bid in two envelopes "ON-LINE."

2. Broad outline of activities from Bidders Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS (Important)
6. Clarification to Tender documents on ETS
 - Query to RailTel (Optional)
 - View response to queries posted by RailTel, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS.
9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. **Registration:.....** To make use of the ElectronicTender(registered) portal (<https://www.tcil-india-electronictender.com>), vendor needs to register on the portal(if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk

Contact Person Telephone/ Mobile /E-mail ID

Helpdesk Executives 011-2624 1071

ets_support@tcil-india.com 011-2624 1072

(Mobile Nos. for Emergency Help) :

9868393775 9868393717 9868393792

RailTel Contact-I (for general Information)

Pawan Kumar/JGM/DNM

Telephone/ Mobile : 9717644497

E-mail ID:pawan@railtelindia.com

RailTel Contact-II (for general Information)

A.K.Sablania/Group General Manager/DNM

Telephone/ Mobile :9717644015

E-mail ID: asablania@railtelindia.com

5. **Bid related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

1. Submission of Scanned Bid Security/ Earnest Money Deposit (EMD).
2. Submission of digitally signed copy of Tender Documents/Addenda.
3. Two Envelopes (Techno-commercial and Price Bids) The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Price bid schedule in excel format duly filled) and scanned copies of required documents as per relevant clauses.
4. Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC).

NOTE: Bidder must ensure that after following above, the status of bid submission must become "Complete" indicating successful submission of the online bid.

6. **Offline Submissions:**

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd,Plot No 143,Sector 44,Gurgaon.latest by 3 days before due date & time of submission of bids specified in covering letter of 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** in Original, in favour of RailTel Corporation of India,

Payable at Gurgaon. (With Tender No., Name of Firm & Mob. No. written on back side of DD)

- b) **DD/ Bankers cheque in original against payment of tender document cost** in favour of RailTel Corporation of India, Payable at Gurgaon. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)
- c) **Power of attorney** : to be submitted.
- d) **In case bidder happens to be a NSIC bidder**, the documentary evidence for same shall be submitted.
- e) Eligibility criteria related documents as applicable shall be submitted.
- f) Pass-Phrase
- g) Bidder has to submit duly signed and stamped tender copy.
- h) Bidder has to submit compliance and deviation statement as per Clause no 6.19 of Chapter VI.

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

7. Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE. Copy of these documents shall also be submitted in RailTel Office minimum 3 working days before Tender opening date. Bids without these off line submissions will be summarily rejected.

8. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender.

Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during

transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

(Mandatory Additional Methods of pass-phrase submission):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

9. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

The help information provided through 'ETSUser-GuidanceCenter' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer

organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

11. The following KEY INSTRUCTIONS for BIDDERS' must be assiduously Adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. While registering your organization on ETS Portal of TCIL, pl. make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
4. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
5. Bidder should ensure that **official copy of tender document** has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
6. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

12. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1GB RAM, Windows XP)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate (s) for users.

13. Vendors Training Program

One day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training..

Tentative Date:

Venue :

RailTel Corporation of India Ltd.
Plot No. 143, Sector 44
Gurgaon - 122003 India.

Vendors Training Charges :Rs. 2,500/- (Per Participant) per training day (plus Service Tax as applicable), i.e., Rs. 2,809/- Per Participant.

Mode of Payment of Fees for training: DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi.

* * * * *

CHAPTER III

SPECIAL TENDER CONDITIONS

- 3.1 The tenderer shall submit offers in the schedule. Offers with deviations to this clause will be summarily rejected.
- 3.2 Special tender terms and conditions will override the standard terms and conditions and in case of conflict, special terms and conditions will prevail.
- 3.3 The Tenderer shall quote Total All Inclusive Rate on CIP destination basis for each item of the Schedules, which shall be firm and valid during currency of the Rate Contract.
- 3.4 The Tenderer shall submit the offers valid for all the Regions of RailTel.
- 3.5 The Tenderers shall fulfill the Eligibility Criteria on their own. Offers from the Tenderer's who are not conforming to any of the Eligibility criteria given below, will not be considered:

Eligibility Criteria for OEM

- i. Each OEM can authorize two authorized partners to bid the tender.
- ii. OEM of Radio should have deployment with 35 or more Telecom Operators in India for at least 2 years or more.
- iii. OEM should have installed base of more than 250000 radios globally or at least more than 40000 radios in India.
- iv. OEM make of the Radio should have its own office and repair centre for 3 years or more in India
- v. Equipment Type Approval Certificate for the product quoted should be in the name of the OEM and should have been issued for more than 6 months prior to the date of RFP notification
- vi. OEM of Radio to have ISO Certification for design, manufacturing and marketing of wireless communication products and solutions
- vii. OEM make of the Radios should have supplied Radios against 3 or more POs (Govt & Private) worth more than INR 2 Cr (or equivalent in other currency) or more each in last 3 years in India
- viii. OEM should have 24x7 TAC support facility in India, undertaking should be provided on OEM letter head..

Eligibility Criteria for Bidder

- ix. The tenderer/OEM should have executed Single order of supply/ provision of similar equipment (as defined in Bid Data Sheet) costing not less than the value as indicated in Bid Data Sheet (BDS) Chapter 2 during last preceding 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.

- x. The sum total of the turnover of contractual payment received during the last preceding 3 financial years (i.e. current year and three previous financial years) from the date of opening of tender should be a minimum of the value as indicated in Bid Data Sheet (BDS) Chapter 2. The bidder should provide Audited Balance Sheets and annual reports as documentary evidence or other such documents so as to establish the criteria mentioned above.
- xi. The Bidder should have registered office in India for a minimum period of 3 years as on originally scheduled date of bid opening.
- xii. The Bidder should have authorization specific to this tender from respective OEM.
- xiii. The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation.

3.5 Issue of Advance Purchase Order/Rate Contract and Sub-POs

- 3.5.1 The quantities of each items may vary based on RailTel's business requirement. Purchaser will issue Rate Contract to the successful bidder/s for the estimated value indicated in RC. Depending on the actual requirement at different locations across the country at different time, Purchaser will issue sub purchase order/s against this Advance P.O. The supplier will have to honor all the sub purchase orders issued within the initial currency (i.e. one year) and extended currency (if) of Advance P.O. and complete the supplies within the contracted delivery period.
- 3.5.2 This advance purchase order would be valid for Twenty four months from the date of issue with a provision of further extension of maximum for one year as per RailTel's sole discretion at the same terms and conditions. Bidder has to accept and extend the same without asking any price variation. It will be a binding on the bidder.
- 3.5.3 The issue of Advance purchase order/RC in favour of the successful bidder/s shall constitute the intention of the purchaser to enter into contract with the bidder. The bidder shall have to furnish the acceptance along with performance bank guarantee within 15 days of issue of Advance P.O.

3.6 Bill passing & Paying Authority

Accounting unit/bill passing unit for the supplies under SOR is ED/RGM of concerned Regions. Bills to be submitted to the Executive Director/RGM of the concerned Regions for payment.

3.7 Long Term Maintenance Support/AMC (Onsite Support)

- 3.7.1 The Bidder will submit a certificate from OEM towards maintenance support after successful completion of the warranty obligations for a minimum period of 3 years. The long term maintenance support shall be comprehensive and include all hardware, software of equipment and all other accessories etc. (on repair and return basis) supplied against this contract. RailTel should be extended the benefits of software up-grades made by OEM on the system from time to time to improve performance. During this period the following terms and conditions shall be applicable.
- 3.7.2 Material for repair shall be handed over /taken over to contractors engineer at the RailTel PoP location/ RailTel's site across India. The cost of repairs etc. shall be included in the quoted bid price during warranty period. During this period, the contractor shall remain

responsible to arrange replacement within 30 days and for setting right at his own cost any Server which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

- 3.7.3 During this period , the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.
- 3.7.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the plant to be replaced or renewed until the expiration of three months from the date of such replacement or renewal or until the end of the support period whichever may be later. If any defect is not remedied within reasonable time, the purchaser may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.
- 3.7.5 Tenderer/OEM, shall be paid @ 3.5% of supply cost per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/ card/assembly/ subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Only incremental cost in % over and above this, if perceived by the OEM and Tenderer, may be indicated in Schedule of Requirement and shall be added towards evaluation of tender. If however the tenderer feels that his AMC Cost is less than 3.5% per annum, he should give suitable discount in equipment pricing. For AMC he will be paid @ 3.5% per annum only. If the Tenderer quotes a higher base rate for AMC, he will be paid at his quoted rate per annum and three year differential cost shall be added to offered cost for evaluation. AMC would have to be valid for minimum period of 3 years after the warranty.

In case a tenderer quotes AMC rates lower than 3.5%, no advantage will be given to him for evaluation purposes. In case the tenderer wins the contract his cost will be reduced by differential (w.r.t. 3.5%) AMC rates & he will be paid accordingly. AMC charges to him, however be paid only @ 3.5% per annum

- 3.7.6 Separate LOA/agreement for AMC after warranty period shall be entered with Bidder/OEM by RailTel . A fresh Bank Guarantee valid for three years for 10% of the Long Term Maintenance Support cost of three years quoted by the tenderer, shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation.
- 3.8.7 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Executive Director of the Region.

Note: The acceptance of the above clause is mandatory and specific acceptance from OEM is required to be enclosed as per Annexure-A. Any deviation / non acceptance will lead to rejection of the bid summarily.

3.9 SPLITTING OF QUANTITY-

The quantity to be ordered will be split by the purchaser as per the following criteria

(3.9.1) for ensuring better availability of material keeping in view the vital/critical nature of item, quantity to be procured, price and past performance of the firms.

If the ordered quantity of the consignee is less than 25 nos., there will be no splitting of quantity.

3.9.1 The order will be split between L1 and L2 (respective schedule) in the following ratio:

L1- 65%

L2-35%

3.9.2 L2 bidder will be given counter offer at rate of L1 bidder. In case of refusal by L2 for accepting the counter offer this quantity will be awarded to L1 bidder.

3.10 Preference to Domestic Manufacturers for Telecom Equipment

“Preference to domestically manufactured electronic goods in procurement due to security considerations” shall be applicable as per Government of India policy as on the date of opening of price bid. The manufacturer claiming to qualify under the scope of such rules for PMA (Preferential Market Access) must submit the declaration of VA (value Addition) as required under the issued notification for the specified period (2012-13, 2013-14 & 2014-15).

3.11 Clarification Requests

It is solicited that the written queries/ clarifications may be sent to the RailTel’s office latest by the date as indicated in the Bid Data sheet (BDS) through e-mail to pawan@railtelindia.com with copy to vipin.kr@railtelindia.com in word format) & hard copy by post. All relevant clarifications sought will be addressed during the pre-bid meeting.

3.12 Payment Terms

3.12.1 First 90% payment will be made on supply of Radios/Masts, receipt of materials and acceptance by the consignee against purchase order in satisfactory condition with the following documents.

- a) Invoice
- b) Delivery Challan
- c) Excise Gatepass/ Excise Invoice or Equivalent Replacement if any
- d) Inspection certificate
- e) Consignee receipt
- f) Warranty certificate of OEM

Second 10% payment will be paid on successful commissioning of link at the said site and accompanied with the following documents.

- a. Installation Report
- b. Link performance report

3.12.2 The 100% payment for Site Survey will be made on receipt of Site Survey report duly verified by RailTel Engineer. Payment made will be recovered for faulty survey reports along with levy of penalties indicated in RFP.

3.12.3 Inspection

Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer’s / tenderer’s works by RailTel’s authorized representative. The material should be offered for inspection within 4 weeks of issue of confirmed 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/ tenderer, free of cost.

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

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

QUALITY ASSURANCE

- i) Tenderer shall submit the details of Quality Assurance program followed by them beginning with raw materials, active, passive and fabricated components, units, sub-assemblies, assemblies, wiring, interconnections, structures etc. to finished product. Tenderer shall obtain and forward the Quality Assurance Program for equipment supplied by Sub-vendor, if any.
- ii) The Purchaser/engineer reserves the right to inspect and test each equipment at all stages of production and commissioning of the system. The inspection and testing shall include but not be limited to raw materials. Components, sub-assemblies, prototypes, production units, guaranteed performance specifications etc.
- iii) For Factory inspection and testing, Tenderer shall arrange all that is required e.g. quality assurance personnel, space, test instruments etc. for successful carrying out of the testing by the Purchaser/Engineer, at Tenderer cost, at the Manufacturer's works.
- iv) Purchaser/ Engineer shall have free entry and access to any and all parts of the Manufacturer's facilities associated with manufacturing and testing of the system at any given time.
- v) It shall be explicitly understood that under no circumstances shall any approval of the Purchaser/Engineer relieve the Tenderer of his responsibility for material, design, quality assurance and the guaranteed performance of the system and its constituents.
- vi) Tenderer shall invite the Purchaser/Engineer, at least 7 days in advance, of the date at which system shall be ready for Inspection and Testing. All relevant documents and manuals approved Engineering drawings etc. shall be available with the Purchaser/Engineer well in advance of the start of Inspection and Testing.
- vii) Purchaser or his representative shall, after completion of inspection and testing to their satisfaction, issue factory acceptance certificates to release the equipment for shipment. No equipment shall be shipped under any circumstances unless a factory acceptance certificate has been issued for it, unless agreed otherwise by Purchaser/Engineer.

3.13 Limitation of Liability

Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:

- a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

3.14 Tax variation

Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, changes in statutory taxes & duties shall be on RailTel's account only when the delay is an account of RailTel.

3.15 Parallel Rate Contracts: RailTel will have right to conclude parallel Rate Contract among two or more suppliers.

3.16 Spares: The tenderer shall submit the price list for all the spares. All individual components that constitute system for communication and maintenance as offered in Schedule are called spares. The prices shall be valid for two years from the date of issue of letter of acceptance of the tender. **The value of spares will not be considered for evaluation of offers.** RailTel reserves right to order the spares as and when required during the validity of the prices.

3.17 RailTel reserves right to order Site Survey as given independently and need not necessarily follow up with the placement of Supply Order for the radios.

3.18 Support Capability of the FIRM : The Tenderer to submit the following details with regard to support capability for each Region wise.

Sl.No. Item

Required details

1. Location from where support will be provided:
2. Full address
3. Contact Phone No./
Fax No./E-mail Ids
4. No. of Trained Engineers available with Certifications

3.19 List of Installations of OEMs Radios : The Tenderer shall furnish the list of installation of similar Radios of OEM's.

S.No.	Name & Address of the Client	Type of Systems	Contact Phone No. and Email ID	Year of Installation	Whether Current or not

3.20 Authorization of Original Equipment Manufacturer (OEM) :

The Bidder, in case is an Bidder of OEM, need to submit the Tender specific Authorization letter from OEM under OEM's Authorized signatory's signature & company seal which shall also include details of; Name of the Firm, Official address of the firm, Date of issue the certificate, Validity of the certificate, Status of the firm, Confirmation of availability of spares for 3 years after warranty period.

An OEM may either bid himself or through a Two authorized partner. If more than two bid is received from a technology partner (OEM), then all such bids shall be rejected.

3.21 CANCELLATION OF CONTRACT :

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

1. If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or

2. If the supplier fails to perform any other obligation under the contract.
In the event the purchaser terminates the contract in whole or in part;
 - (a) The Security Deposit furnished will be forfeited.
 - (b) However, the supplier shall continue performance of the contract to the extent not terminated.

- 3.22 Residual clauses or aspects regarding operation of Rate Contract not specified anywhere in the contract will be as decided mutually.

- 3.23 **During the period of AMC the SUPPLIER shall inter alia :**
 - i) Diagnose the hardware and software faults.
 - ii) Rectify the hardware/software faults detected.
 - iii) Repair and replace the faulty PCB and any other equipment or part thereof.
 - iv) Carry out the periodic preventive maintenance. It also includes performance monitoring, entire Network optimization, assistance for implementing any SLA/services, QOS & Traffic Engineering and resolving any network problems etc...
 - v) Upkeep the hardware and software periodically. Periodic change of Consumable items like defective filters, fuses etc., & maintenance of hardware dust free also form part of hardware upkeep.
 - vi) All the latest Software Updates, Upgrades and /or Patches shall be implemented at no extra cost (including incidental upgrades such as DRAM , Flash memory, etc.,) along with associated hardware and memory upgrade necessary for maintaining the software, at each site for the entire period of AMC. Acceptance Testing of the system shall be got done for all functions of all systems after the implementation of Software Updates, Upgrades and Patches in each system.
 - vii) Provide API's of systems supplied by it against the Purchase Order for sharing with other NMS or similar systems supplier for the purpose of integration.
 - viii) Provide highest level of TAC support for resolving the issues related to product/services
 - ix) Pole/ Masts are covered under AMC. Tightening of Nuts and bolts to be carried out during AMC. Painting of Mast after 3Years of Installation to be carried out.

3.24 **SOFTWARE:**

Software version of the equipment being supplied shall be latest & must be indicated.

All the latest Software Updates, Upgrades and /or Patches shall be implemented at no extra cost to the Purchaser (including incidental upgrades such as DRAM , Flash memory, etc.,) along with associated hardware and memory upgrade necessary for maintaining the software, at each site for the entire period of Warranty and AMC by successful Bidders free of cost. Acceptance Testing of the system shall be got done by the Contractor through the authority designated by RAILTEL for all functions of all systems after the implementation of Software Updates, Upgrades and Patches in each system.

For the Third party applications bidder should have direct teaming arrangement with the original software supplier for maintenance / upgrade to meet the obligations under this tender at his own cost. **They should submit the teaming agreement along with the technical bid documents.**

Certified and licensed copies of the application software, quoted if any, shall be supplied. All software quoted as part of solution shall be licensed for unlimited period.

3.25 **OEM SERVICE SUPPORT:**

The following services are required to be provided as part of the OEM service support,

free of cost during the entire period of Warranty and AMC

All the latest Software Updates, Upgrades and /or Patches shall be implemented at no extra cost to the Purchaser (including incidental upgrades such as DRAM , Flash memory, etc..) along with associated hardware and memory upgrade necessary for maintaining the software, at each site for the entire period of Warranty and AMC by successful Bidders free of cost..

Shall inform obsolescence of any hardware / software well in advance to RAILTEL.
Hardware service support responsibility – repair of the faulty cards within 15 days.

The bidder shall produce a declaration from the OEM indicating the Full OEM support in case of any dispute with the Bidder regarding any services / functionalities.

An OEM may either bid himself or through a single authorized partner. If more than one bid is received from a technology partner (OEM), then all such bids shall be rejected.

For extending service support of equipment, OEM shall issue a certificate for the entire period of Warranty and AMC.

Bidder shall provide highest level of TAC support from OEM to RAILTEL. This shall include an exclusive account for RAILTEL with the OEM.

3.26 **TRAINING:**

The successful bidder shall provide training to RailTel officers for **75 man weeks (6 days per week)** in Installation, Operation, Testing, Maintenance of System and Software, Marketing and Customer care etc. The quality and content of the training shall be so designed that the RailTel officers shall be sufficiently exposed to all the aspects of planning, engineering, installation, testing, provisioning, operations, marketing and customer care etc of the networks. The training shall also cover necessary hardware and software architecture details. The training modules and their duration shall be finalized by the selected bidder in consultation with purchaser. Detailed training material shall also be supplied by the selected bidder to enable RailTel to train more number of officers independently. 25% of the training shall be conducted at the OEM factory or R&D centre. **All the expenses related to travel of RailTel officers shall be borne by RailTel.**

Adequate training to the officials nominated by RailTel shall be provided by the Tenderer for familiarization with the administration, configuration and operation of the equipment.

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

Tenderer 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 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.

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

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

3.27 Fault Booking Procedure:

The faults will be entered in the fault booking system/ register/sheet maintained in NOC and will be escalated as per the AMC practices which will further be used at the end of the month for the review and at the end of the quarter / semester for the purpose of submission. A designated officer/ NOC Manager from vendor will be handling & monitoring the faults reported by RAILTEL and vendor. The format shall be decided by the team from RAILTEL and shall be followed religiously. The acceptance of fault rectification shall be by nominated RAILTEL authority.

3.28 Key Performance Indicators (KPIs):

The key performance indicators ("KPI"), established by Contractor and RailTel, are dependent on the severity level of the request as reported by RailTel to the Contractor's NOC Centre through telephone or mail. These are KPIs which will decide the penalties to be imposed on Contractor if he fails to achieve the fixed parameter for both remote services and Repair/Replacement services.

"Response Time" (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor's Center of a reported problem to when an Contractor's expert attempts to contact RailTel via telephone/mail or preferred contact method as defined when submitting the request.

"Restore Time" (also known as Remote Neutralization) means a measure of the length of time from when Contractor is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when Contractor provides the means to return a system to operational status. This will be applicable only for service impacting cases. Travel time of field engineers or Contractor's NOC Centre engineers and spare arrangement times will be excluded in this.

"Resolve Time" (also known as Final Resolution Time) means a measure of the length of time from when RailTel first notifies the Contractor's Welcome Center to the time when a solution to address the issue is made available to RailTel. This may or may not occur simultaneously with Restore Time.

The tender will be responsible for making adequate provision for spares during currency of maintenance of the network to meet specified SLA.

3.29 Tower/Mast requirements:

- i) The tenderer should submit the 2 nos of Hard and Soft copies of Mast/tower Designs, Drawings, Bill of Material, Bill of Quantities, Documents, Booklets, Data Sheets and etc.
- ii) Fabrication of the Tower/Mast components as per the designs and Drawings.
- iii) Transportation of the material to the site as mentioned by RailTel Engineer.
- iv) Foundation of the tower as per the designs and drawings submitted.
- v) Erection of the tower at the said site as per the approved designs and drawings.
- vi) Fixing of all accessories like Lightening arrestors, cables, Earthing arrangement, Aviation lamp, Antenna fixers, cable ties etc., as per the designs/drawings are included.
- vii) Painting as per the design/ drawings.
- viii) Carrying away the excess soil and construction material from work site and dump at the specified dumping ground.
- ix) Design shall allow vertical climbing of the mast.

3.30 Clarification Requests

It is solicited that the written queries/ clarifications may be sent to the RailTel's office latest by the date as indicated below. All clarifications sought will be addressed by issuing clarification.

Last date of Submission of Clarification
Date:

3.31 DELAYS IN THE SUPPLIER'S PERFORMANCE

3.31.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

3.31.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance security,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

3.31.3 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 quotation clearly on CIP destination basis. If firm's offer is CIP Dispatching then applicable freight charges should be clearly indicated, failing which the offer will be considered as incomplete and ignored.
- 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.

3.30 Delivery Schedule :

The time allowed for supply, installation & commissioning of the Radios and Mast is with 45 days for pole type structures and with 90 days for mast structures from the date of issue of Sub PO or as agreed to mutually by the supplier and RailTel.

- a) The tenderers are to note that, vague Delivery terms must be avoided and if quoted will be taken as commercially unresponsive to RailTel's requirement.
- b) Time for and the Date of delivery as specified in the Supply Order is the essence of the Contract. However extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery dated may be considered with Liquidated damages and Denial Clause as per conditions of Contract.

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



CHAPTER –IV

TECHNICAL SPECIFICATIONS

Point to Point Radios

SCHEDULE OF REQUIREMENT – 1)

5.8Ghz upto 30 Mbps Aggregated Throughput for 10 km

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC GSR 38 (E).
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost.
3. Must support nLOS deployment
4. Modulation 2x2 MIMO-OFDM, MCS1 to MCS15
5. System Should support adaptive modulation with feature to limit maximum modulation level
6. System should Channel Resolution 5 MHz or better
7. System should Channel Bandwidth 5/10/20 Hz user configurable
8. Tx Power upto 25dBm or within allowable limit as per WPC guidelines
9. System should Channel Accuracy ± 20 PPM
10. System must have integrated surge suppressor
11. System should Duplex Technology TDD
12. System should support Asymmetrical Bandwidth
13. System should also define the priority of Broadcast, and voice traffic
14. System should support the traffic classification and prioritization
15. Split Configuration Separate Indoor Unit and Outdoor Unit
16. System should Spectral Efficiency Better than or equal to 5bps / Hz or system should support spectral efficiency in accordance with throughput delivery requirements.
17. System should support Automatic channel selection.
18. System should support Transmit Power Control - within allowable EIRP as per WPC guidelines.
19. System should have Built-in Spectrum Scanner/Spectrum Analyzer
20. System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
21. System Should deliver 30 Mbps Aggregate capacity for link distance up to 10 km
22. System should have LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)
23. System should support frame Size of 1700 bytes or above
24. Framing/Coding IEEE802.3/U
25. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
26. System should support Ring Protection and support for redundancy
27. Link Latency Upto 8ms.
28. System should provide the statistics of total traffic, broadcast traffic, multicast traffic, packet drop on Ethernet and wireless to identify the problem.

(SCHEDULE OF REQUIREMENT – 2)

5.8Ghz upto 30 Mbps Aggregated Throughput for 20 km

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost
3. Must support nLOS deployment..\\
4. Modulation 2x2 MIMO-OFDM, MCS1 to MCS15
5. System Should support adaptive modulation with feature to limit maximum modulation level
6. System should Channel Resolution 5 MHz or better
7. System should Channel Bandwidth 5/10/20MHz user configurable
8. Tx Power Up to 30 dBm
9. System should Channel Accuracy ± 20 PPM
10. System must have integrated surge suppressor
11. System should Duplex Technology TDD
12. System should support Asymmetrical Bandwidth
13. System should also define the priority of Broadcast, and voice traffic
14. System should support the traffic classification and prioritization by QOS, VLAN ID, source and destination at L2 level.
15. Split Configuration Separate Indoor Unit and Outdoor Unit
16. System should Spectral Efficiency Better than or equal to 5bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
17. System should support Automatic channel selection.
18. System should support Transmit Power Control - within allowable EIRP as per WPC guidelines.
19. System should have Built-in Spectrum Scanner/Spectrum Analyzer
20. System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
21. System Should deliver 30 Mbps Aggregate capacity for link distance up to 20 km
22. System should have LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)
23. System should support frame Size of 1700 bytes or above
24. Framing/Coding IEEE802.3/U
25. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
26. System should support Ring Protection and support for redundancy
27. Link Latency Upto 8ms
28. System should provide the statistics of total traffic, broadcast traffic, , packet drop on Ethernet and wireless to identify the problem.

(SCHEDULE OF REQUIREMENT – 3)

5.8Ghz upto 100 Mbps Aggregated Throughput for 10 km

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost
3. Must support nLOS deployment..\\
4. Modulation 2x2 MIMO-OFDM, MCS1 to MCS15

5. System Should support adaptive modulation with feature to limit maximum modulation level
6. System should Channel Resolution 5 MHz or better
7. System should Channel Bandwidth 5/10/20MHz user configurable
8. Tx Power Up to 30 dBm
9. System should Channel Accuracy ± 20 PPM
10. System must have integrated surge suppressor
11. System should Duplex Technology TDD
12. System should support Asymmetrical Bandwidth
13. System should also define the priority of Broadcast, and voice traffic
14. System should support the traffic classification and prioritization by QOS, VLAN ID, source and destination at L2 level.
15. Split Configuration Separate Indoor Unit and Outdoor Unit
16. System should Spectral Efficiency Better than or equal to 5bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
17. System should support Automatic channel selection.
18. System should support Transmit Power Control - within allowable EIRP as per WPC guidelines.
19. System should have Built-in Spectrum Scanner/Spectrum Analyzer
20. System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
21. System Should deliver 100 Mbps Aggregate capacity for link distance up to 10 km
22. System should have LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)
23. System should support frame Size of 1700 bytes or above
24. Framing/Coding IEEE802.3/U
25. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
26. System should support Ring Protection and support for redundancy
27. Link Latency Upto 8ms
28. System should provide the statistics of total traffic, broadcast traffic, packet drop on Ethernet and wireless to identify the problem.

(SCHEDULE OF REQUIREMENT – 4)

5.8Ghz upto 100 Mbps Aggregated Throughput for 25 km

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost
3. Must support nLOS deployment..\\
4. Modulation 2x2 MIMO-OFDM, MCS1 to MCS15
5. System Should support adaptive modulation with feature to limit maximum modulation level
6. System should Channel Resolution 5 MHz or better
7. System should Channel Bandwidth 5/10/20MHz user configurable
8. Tx Power Up to 30 dBm
9. System should Channel Accuracy ± 20 PPM
10. System must have integrated surge suppressor
11. System should Duplex Technology TDD
12. System should support Asymmetrical Bandwidth
13. System should also define the priority of Broadcast, and voice traffic

14. System should support the traffic classification and prioritization by QOS, VLAN ID, source and destination at L2 level.
15. Split Configuration Separate Indoor Unit and Outdoor Unit
16. System should Spectral Efficiency Better than or equal to 5bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
17. System should support Automatic channel selection.
18. System should support Transmit Power Control - within allowable EIRP as per WPC guidelines.
19. System should have Built-in Spectrum Scanner/Spectrum Analyzer
20. System Should have Error Correction Method FEC 1/2,2/3,3/4 and 5/6
21. System Should deliver 100 Mbps Aggregate capacity for link distance up to 25 km
22. System should have LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)
23. System should support frame Size of 1700 bytes or above
24. Framing/Coding IEEE802.3/U
25. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
26. System should support Ring Protection and support for redundancy
27. Link Latency Upto 8ms
28. System should provide the statistics of total traffic, broadcast traffic, packet drop on Ethernet and wireless to identify the problem.

(SCHEDULE OF REQUIREMENT – 5)

5.8Ghz upto 150 Mbps Aggregated Throughput for 25 km

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost
3. Modulation 2x2 MIMO-OFDM,
4. System Should support adaptive modulation
5. System should support Channel Resolution 2.5 MHz or better
6. System should support Channel Bandwidth 5/10/20/40 (optional) MHz user configurable
7. Tx Power Up to 27 dBm
8. System should Channel Accuracy ± 20 PPM
9. System must have integrated surge suppressor
10. System should Duplex Technology TDD
11. System should support Asymmetrical Bandwidth
12. System should also define the priority of Broadcast, and voice traffic
13. System should also define the rate limiting of broadcast and multicast traffic.
14. System should support the traffic classification and prioritization by, QOS, and VLAN ID.
15. System must support DES and FIPS-197 128-bit AES
16. Split Configuration Separate Indoor Unit and Outdoor Unit
17. System should support Automatic channel selection.
18. System should support Quality of Services.
19. System should Spectral Efficiency Better than or equal to 6 bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.

20. System should support Transmit Power Control - within allowable EIRP based on WPC guidelines.
21. System should have Built-in Spectrum Scanner/Spectrum Analyzer
22. System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
23. System Should support 150 Mbps Aggregate capacity for link distance up to 25 Kms.
24. System should have LAN Interface 100/1000 Base T interface with Auto negotiation (IEEE802.3)
25. System should support frame Size of 1700 bytes or above
26. Framing/Coding IEEE802.3/U
27. Link Latency Upto 8ms
28. System should provide the statistics of total traffic, broadcast traffic packet drop on Ethernet and wireless to identify the problem.
29. System should support Quality of Services.
30. Radios should be outdoor IP67 certified.

(SCHEDULE OF REQUIREMENT – 6)

5.8Ghz 200 Mbps Aggregated Throughput for 10 km

31. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
32. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost Must support nLOS deployment
33. Modulation 2x2 MIMO-OFDM,
34. System Should support adaptive modulation
35. System should Channel Resolution 2.5 MHz or better
36. System should Channel Bandwidth /10//20/40 MHz user configurable
37. Tx Power Up to 27 dBm
38. System should Channel Accuracy ± 20 PPM
39. System must have integrated surge suppressor
40. System should Duplex Technology TDD
41. System should support Asymmetrical Bandwidth
42. System should also define the priority of Broadcast, Multicast and voice traffic
43. System should also define the rate limiting of broadcast and multicast traffic.
44. System should support the traffic classification and prioritization byQOS, and VLAN ID.
45. System must support DES and FIPS-197 128-bit AES
46. Split Configuration Separate Indoor Unit and Outdoor Unit
47. System should Spectral Efficiency Better than or equal to 6 bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
48. System should support Automatic channel selection.
49. System should support Transmit Power Control - within allowable EIRP based on WPC guidelines..
50. System should have Built-in Spectrum Scanner/Spectrum Analyzer
51. System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
52. System Should support 200 Mbps Aggregate capacity for link distance up to 20 Kms
53. System should have LAN Interface 100/1000 Base T interface with Auto negotiation (IEEE802.3)
54. System should support frame Size of 1700 bytes or above
55. Framing/Coding IEEE802.3/U

56. Link Latency Upto 8ms
57. System should provide the statistics of total traffic, broadcast traffic, packet drop on Ethernet and wireless to identify the problem.
58. System should be outdoor IP67 certified.
59. System should support Quality of Services.

(SCHEDULE OF REQUIREMENT – 7)

5.8Ghz 250 Mbps Aggregated Throughput for 20 km

1. Frequency Must operate in Unlicensed band 5.8Ghz as per WPC guidelines.
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost.
3. Modulation 2x2 MIMO-OFDM, BPSK, QPSK, 16QAM, 64QAM, 256 QAM
4. Should support more than 600,000 PPS
5. System must support the Channel width of 10/20/40 Mhz user configurable.
- 6
7. System must support hitless channel selection with configurable option of interference threshold and hop margin to switch the frequency or system should support automatic channel selection
8. System Should support adaptive modulation
9. System should Channel Resolution 1 MHz or better
10. Tx Power Upto 27 dBm
11. System should Channel Accuracy ± 20 PPM
12. System should Duplex Technology TDD
13. System should support Asymmetrical Bandwidth
14. System should Spectral Efficiency Better than or equal to 10 bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
15. Collocated Hub Radios should support GPS based synchronization of Tx & Rx timing to eliminate interference between multiple radios collocated at the hub site
16. Should support synchronization of the transmission timing of different Hub-Sites to the same clock source in order to eliminate mutual interference between multiple sites through GPS
17. System should provide the flexibility to configure different TX and RX frequency for master and slave radio to avoid interference
18. System should support Transmit Power Control - within allowable EIRP based on WPC guidelines.
19. System should have Built-in Spectrum Scanner/Spectrum Analyzer Link-oriented Spectrum Analyzer to show the results of both sites
20. System Should have Error Correction Method FEC 1/2, 2/3, 3/4 and 5/6
21. System Should support 250 Mbps Aggregate capacity for link distance up to 20 Kms
20. PTP solution support Integrated/External antenna
21. System should have LAN Interface 100/1000 BaseT interface with Auto negotiation (IEEE802.3)
23. Framing/Coding IEEE802.3/U
24. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
25. System must support AES 128 and 256 bit Encryption.
26. System should support Ring Protection and support for redundancy
27. Link Latency Upto 3 ms
28. System should support Channel Resolution 2.5 MHz or better
29. Radios should be outdoor IP67 certified.
30. System should support Quality of Services.

Point to Multi Point Base Station Sector Radios

(SCHEDULE OF REQUIREMENT – 8)

5.8Ghz Base Station Sector Radio 200 Mbps Aggregated Throughput for 15 Kms

- 1.1.1 System should be operating in ISM band 5.825-5.875GHz as per WPC guidelines.
- 1.1.2 System should ensure that the frequency that they employ would not be affected by other surrounding radio interference and by their own radios.
- 1.1.3 To ensure flexibility in design it should be possible to have multiple radios on the same location using GPS synchronization. On the same mast, frequency channel reuse for multiple radios should be possible with Ethernet sync or GPS sync
- 1.1.4 System must support synchronization and smart beam forming to reduce the effect of on channel interference..
- 1.1.5 System should employ bandwidth per channel of 5,10 20 MHz and 40 Mhz bandwidth channel.
- 1.1.6 System efficiency should be at least 5 bps/Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
- 1.1.7 System must support actual aggregate throughput of 200 mbps or more.
- 1.1.8 All System should be able to operate in a LOS and nLOS environment to ensure complete flexibility in choosing deployment locations.
- 1.1.9 System must support Point to Point and Point to Multipoint Topology without any hardware change.
- 1.1.10 System should support 90 degree or 120 degree sector antenna with minimum 15 /14 dBi gain respectively.
- 1.1.11 System must support Asymmetric bandwidth configuration.
- 1.1.12 Transmit power standard of system should range within allowable EIRP as per WPC guidelines.
- 1.1.13 Transmit power should employ automatic power back off (Automatic Transmit Power Control).System should change TX power in accordance with predefine required receive signal.
- 1.1.14
- 1.1.15 Rx sensitivity of the system must be -89 dBm or better
- 1.1.16 System must support the 100/1000 Ethernet port .
- 1.1.17 Single Access Point must support at least 30 CPE without any additional license.
- 1.1.18

1.2 Interference Mitigation and Radio Performance

- 1.2.1 All units should have a basic spectrum analyzer for monitoring the spectrum noise floor in which the system is operating on.
- 1.2.2 System should have the capability to adapt the modulation mode depending on the link environment ensure best throughput while maintaining the link despite drop in link budget due to nLOS/NLOS situation.
- 1.2.3 System should support modulation from QPSK ½ to 64 QAM 5/6.
- 1.2.4 Mac layer should be designed to carry small size of packets i.e. 64 bytes to minimize the impact of interference without compromising on throughput.

- 1.2.5 System must operate with scheduled mac access rather than CSMA to avoid collision in network.
- 1.2.6 System must support the MTU size of 1700 Bytes
- 1.2.7 System Should support Spanning tree protocol for Layer 2 redundancy.
- 1.2.8 System should also define the priority of Broadcast ,and voice traffic
- 1.2.9 System should support the traffic classification and prioritization by, QOS, VLAN ID, , IP and mac address.

2 Security

- 2.1 System should support WPA-2, AES128 proprietary security encoding.
- 2.2 System should also support a management VLAN and data vlan for further security measure
- 2.3 System should support the Layer 2 and layer 3 firewall to protect from any security breach.
- 2.4 System must support Radius authentication for all radio. Customer end should be able to communicate with master radio only after the successful authentication from Radius Server. After authentication, should be able to accept the QOS, Vlan configuration pushed from Radius Server.
- 2.5 System must support device event log

3. INTERFACES

- 3.1 Management of the system shall be web-base, GUI, HTTP, HTTPS , FTP, SNMPv2c, SNMPv1 & SNMPv3 interfaces
- 3.2 System should have a Spectrum Management channel that is able to show individual channel interference
- 3.3 System must support the prioritization of voice ,video and data.
- 3.4 System should provide the complete statistic of Ethernet and wireless with detail of sent/receive packet of unicast ,multicast and broadcast .
- 3.5 System must support the syslog feature.
- 3.6 System must support the basic troubleshooting feature such as Ping, Traceroute etc..
- 3.7 Software upgrade to system is done over the air as well as through the network
- 3.8 System must support backup and restore of the configuration from web GUI.

4. Environmental Requirements

- 4.1 Bidder's proposed indoor mounted equipment MUST operate as specified under the following room ambient environmental conditions:
 - a. Operating Temperature -45 degrees C to +55 degrees C
 - b System must have inbuilt surge suppressor

5. Certifications:

System, should have following certification to ensure regulation

a>WPC GSR-38

b>IC - 109W-0006

c>CE - EN 302 502 v1.2.1,EN 301 893 v1.7.1

d>EMC Standards: EN 310489-1.9.2 and EN 310 489-17 v2.2.1

e>EME:EN50385”2002

f>Safety:EN60950-1:2006+Amendment 12:2011,EN 60950-22:2006

(SCHEDULE OF REQUIREMENT – I/Line Item: 7)
5.8Ghz Customer Premises Radio 30 Mbps Aggregated Throughput for 5 km

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost.
3. Must support nLOS deployment
4. Modulation 2x2 MIMO-OFDM, MCS1 to MCS15
5. System Should support adaptive modulation with feature to limit maximum modulation level
6. System should Channel Resolution 5 MHz
7. System should Channel Bandwidth 5/10/20/40 MHz user configurable
8. Tx Power Up to 30 dBm
9. System should Channel Accuracy ± 20 PPM
10. System must have integrated surge suppressor
11. System should Duplex Technology TDD
12. System should support Asymmetrical Bandwidth
13. System should also define the priority of Broadcast, Multicast and voice traffic
14. System should support the traffic classification and prioritization by , QOS, VLAN ID, source and destination at /L2 level.
15. System must support Radius authentication for all radios or should be there in roadmap.
16. Split Configuration Separate Indoor Unit and Outdoor Unit
17. System should Spectral Efficiency Better than or equal to 5bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
18. System should support Automatic channel selection.
19. System should support Transmit Power Control - within allowable EIRP based on WPC guidelines.
20. System should have Built-in Spectrum Scanner/Spectrum Analyzer
21. System Should have Error Correction Method FEC 1/2,2/3,3/4 and 5/6
22. System Should support 30 Mbps Aggregate capacity for link distance up to 5 Kms
23. System should have LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)
24. System should support frame Size of 1700 bytes or above
25. Framing/Coding IEEE802.3/U
26. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
27. System should support Ring Protection and support for redundancy
28. Link Latency Upto 8ms
29. System should provide the statistics of total traffic, broadcast traffic, multicast traffic, packet error, packet drop on Ethernet and wireless to identify the problem.

(SCHEDULE OF REQUIREMENT – I/Line Item: 8)
5.8Ghz Customer Premises Radio 30 Mbps Aggregated Throughput for 10 km

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
2. System should also support future proof licensed band acquired by RailTel with software up-gradation without additional cost Must support nLOS deployment
3. Modulation 2x2 MIMO-OFDM, MCS1 to MCS15
4. System Should support adaptive modulation with feature to limit maximum modulation level

5. System should Channel Resolution 5 MHz
6. System should Channel Bandwidth 5/10/20/40 MHz user configurable
7. Tx Power Up to 30 dBm
8. System should Channel Accuracy ± 20 PPM
9. System must have integrated surge suppressor
10. System should Duplex Technology TDD
11. System should support Asymmetrical Bandwidth
12. System should also define the priority of Broadcast, Multicast and voice traffic
13. System should support the traffic classification and prioritization by, QOS, VLAN ID, , source and destination at L3/L2 level.
14. System must support Radius authentication for all radio. Customer end should be able to communicate with master radio only after the successful authentication from Radius Server. After authentication, should be able to accept the QOS, Vlan configuration pushed from Radius Server.
15. Split Configuration Separate Indoor Unit and Outdoor Unit
16. System should Spectral Efficiency Better than or equal to 4.5bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
17. System should support Automatic channel selection.
18. System should support Transmit Power Control - within allowable EIRP as per WPC guidelines.
19. System should have Built-in Spectrum Scanner/Spectrum Analyzer
20. System Should have Error Correction Method FEC 1/2,2/3,3/4and 5/6
21. System Should support 30 Mbps Aggregate capacity for link distance up to 10 kms
22. PTP solution support System should have LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)
23. System should support frame Size of 1700 bytes or above
24. Framing/Coding IEEE802.3/U
25. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
26. System should support Ring Protection and support for redundancy
27. Link Latency Upto 8ms
28. System should provide the statistics of total traffic, broadcast traffic, , packet drop on Ethernet and wireless to identify the problem.

(SCHEDULE OF REQUIREMENT – I/Line Item: 9)

5.8 Ghz Customer Premises Radio 10 Mbps Aggregated Throughput for 20 kms

1. Frequency must operate in Unlicensed band 5.8Ghz as India WPC
2. System should also support future proof licensed band acquired by RailTelwith software up-gradation without additional cost Must support nLOS deployment
3. Modulation 2x2 MIMO-OFDM, MCS1 to MCS15
4. System Should support adaptive modulation with feature to limit maximum modulation level
5. System should Channel Resolution 5 MHz
6. System should Channel Bandwidth 5/10/20/40 MHz user configurable
7. Tx Power Up to 30 dBm
8. System should Channel Accuracy ± 20 PPM
9. System must have integrated surge suppressor
10. System should Duplex Technology TDD
11. System should support Asymmetrical Bandwidth
12. System should also define the priority of Broadcast, Multicast and voice traffic

13. System should support the traffic classification and prioritization by QoS, VLAN ID, source and destination at L3/L2 level.
14. System must support Radius authentication for all radio. Customer end should be able to communicate with master radio only after the successful authentication from Radius Server. After authentication, should be able to accept the QoS, Vlan configuration pushed from Radius Server.
15. Split Configuration Separate Indoor Unit and Outdoor Unit
16. System should Spectral Efficiency Better than or equal to 4.5bps / Hz or system should support Transmit Power Control in accordance with throughput delivery requirements.
17. System should support Automatic channel selection.
18. System should support Transmit Power Control - within allowable EIRP as per WPC guidelines.
19. System should have Built-in Spectrum Scanner/Spectrum Analyzer
20. System Should have Error Correction Method FEC 1/2, 2/3, 3/4 and 5/6
21. System Should support 30 Mbps Aggregate capacity for link distance up to 10 Km
22. PTP solution support System should have LAN Interface 10/100 Base T interface with Auto negotiation (IEEE802.3)
23. System should support frame Size of 1700 bytes or above
24. Framing/Coding IEEE802.3/U
25. System should support Bridging Self-learning up to 2047 MAC addresses IEEE 802.1Q
26. System should support Ring Protection and support for redundancy
27. Link Latency Upto 8ms
28. System should provide the statistics of total traffic, broadcast traffic, , packet drop on Ethernet and wireless to identify the problem.

(SCHEDULE OF REQUIREMENT – I/Line Item: 11)

Management System:

1	System must support the scheduling of configuration ,firmware and report generation to reduce manual intervention
2	System must support the configuration, firmware upgrade, device configuration backup and restore of single and/or multiple devices
3	System must capable configuring the alarm based on all performance parameter(RSSI, Modulation, Error Packet, , Collision packet)
4	User must able to generate the report based on Inventory ,alarm type, performance report
5	NMS should have support to monitor Radio of any OEM.
6	System must support High Availability feature for scalability.

Outdoor GPS Sync Unit

Outdoor GPS Synchronization Unit is deployed to mitigate interference between multiple hub sites (Inter Site Sync)

PoEs & Indoor Units

Indoor AC PoE

(SCHEDULE OF REQUIREMENT – I)

AC PoE device with GbE Interface

AC Input Voltage	100-240VAC nominal, 90-264VAC max range
Input Frequency	47-63Hz
Input Current	2.0A (rms) 115VAC at Max. load 1.2A (rms) 230VAC at Max. load
Max. In-rush current	30A for115VAC at Max. load 60A for230VAC at Max. load
Standby Power	0.5W(Max)at240Vac
DC Output Voltage	56V
Protection	Short circuit protection Auto recovery , over voltage protection
Operating Temperature	0 deg to 40 deg C
Humidity	90% non condensing

Indoor DC PoE Injector

(SCHEDULE OF REQUIREMENT – XIII/Line Item 1.2/2.2/5.1)

DC PoE device with FE Interface

Input voltage range	20VDC – 57VDC
Ethernet Data Rate	10/100Mbps
OperationTemperature	-20°C ~ +65°C
Operation Humidity	10% to 80% Non-Condensing
Storage Temperature	-40°C ~ +75°C
Storage Humidity	5% to 90% Non-Condensing
DC PoE	Dual DC

Indoor DC PoE (SCHEDULE OF REQUIREMENT- XIV/Line Item 3.2/4.2/6.1)

DC PoE device with GbE Interface

Input voltage range	10 to 60VDC nominal
Ethernet Data Rate	10/100/1000Mbps
Operation Temperature	-40°C ~ +70°C

Storage Temperature -45°C ~ +80°C

Outdoor AC PoE (SCHEDULE OF REQUIREMENT – XV)

Outdoor PoE device 10/100/1000BaseTinterface with AC Power

AC Input Voltage	100-240VAC nominal, 90-264VAC max range
Input Frequency	47-63Hz
Input Current	1.5A (rms) 115VAC at Max.load 0.75A (rms) 230VAC at Max. load

Outdoor DC PoE (SCHEDULE OF REQUIREMENT)

Outdoor GbE DC PoE device supporting wide range DC input and extended temperature

Input DC Voltage	10 to 60VDC nominal
Input Inrush Current	80A @ cold start
Output DC Voltage	55VDC
Output Current	0—0.63 A
Protection	Short-circuit and Over voltage
Surge Protection	On DC and data lines
Operation Temperature	- 40°C ~ + 70°C
Storage Temperature	- 45°C ~ + 80°C

Indoor Units for TDM Links (SCHEDULE OF REQUIREMENT – I)

No. of TDM Ports: 2

Framing: Unframed

Timing: Independent timing per port, Tx and Rx

Latency: 10ms – 20ms

Impedance: E1: 120 ohms, balanced

Jitter and Wander: According to IDU-T G.823, G.824

No. of Ethernet Ports: 2 x 10/100 Base T; Auto negotiation IEEE 802.3u;
Framing/Coding IEEE802.3

Impedance: 100 ohms

VLAN Support: Transparent

Maximum Frame Rate: 2048 bytes

Bridge: Layer 2, self learning of up to 1024 MAC addresses (IEEE 802.1Q)

Power Feeding: -20VDC to -60VDC

Power Consumption: <5W

Operating Temperature: 0deg C to 50 deg C

Humidity: Up to 90% non – condensing

**AC Power Adaptor to provide AC Power to Indoor Units
(SCHEDULE OF REQUIREMENT – I)**

2. SITE PREPARATION

RailTel' s Responsibility

Following shall be arranged by RailTel: -

- i) For Locations sufficient Space in Rack for housing in equipments
- ii) –48 Volt DC power supply required for CGNAT equipment.
- iii) In case Servers , –230 Volt AC power supply required
- iv) Earthing of value less than 1ohm required for equipment.

SECTION II

CHAPTER - V

OFFER LETTER

To
RailTel Corporation of India Limited,
Plot 143, Sector 44
Gurgaon.

I/We _____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of 90 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 Supply, installation & commissioning of the Radios and Mast is with 45 days for pole type structures and with 90 days for mast structures from the date of issue of Sub PO. 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 for the present contract.

2. A sum of **Rs.5,00,000/- (Rupees Five Lakh only)** as an **Account Payee Demand Draft No._____ dt._____ issued by _____ in favor of RailTel Corporation India Ltd, Gurgaon** 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 to that effect.

3. I am authorized to sign the tender documents in terms of power of Attorney given to me _____(Name) in a capacity of _____ (Designation).

SIGNATURE OF SUPPLIER (S)

Date

SIGNATURE OF WITNESS CONTRACTOR (S) ADDRESS

1.

2.

CHAPTER - VI

INSTRUCTIONS TO THE TENDERERS

6.1. Offer Letter

The bidder shall complete the Offer Letter and the Price Schedule furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

6.2 Instructions for Tender Document TO THE TENDERERS

The RailTel Tenders are published on www.railtelindia.com and on **TCIL e-Tendering Portal** <https://www.tcil-india-electronictender.com>. 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 Gurgaon, towards the cost of the tender document.

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

6.3 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.tcil-india-electronictender.com>.

- a. Offer form, tender schedule and firm’s letter head (if used) must be duly signed by the tenderer in each page.
- b. The Tenderers should avoid over writings and corrections. However if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- c. Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- d. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly. In case discrepancy is observed between the ‘original copy’ and other copies of same tender, the text etc. of the original will prevail.
- e. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

6.4 Earnest Money Deposit (EMD) :

The tenderer shall deposit a sum of **Rs.5,00,000/- (Rupees Five Lakhs only)** as earnest money along with the tender in favour of RailTel Corporation of India Ltd., payable at New Delhi in the form of **Demand Draft** from any Scheduled Bank. Tenders without earnest money will be summarily rejected. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful tenderers shall be returned & that of successful tenderer after conclusion of Rate Contract.

6.4.1 The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

6.4.2 Release of EMD

EMD of all unsuccessful Bidders should be released on placement of Purchase Order (PO) on the successful bidders. In case of successful Bidders, the EMD shall be released on receipt of their acceptance of Advance Purchase Order and furnishing the performance security.

6.4.3 Encashment of EMD

EMD of a bidder shall be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder on the Bid Form or extended subsequently.

When RAILTEL places an Advance Purchase Order on the successful bidder on its quoted price and the bidder refuses to accept it within the scheduled period as stated in APO, EMD shall be forfeited.

The decision of RAILTEL in this regard will be final & binding.

6.4.4 Deleted

6.5 Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit 10% of total value of the stores detailed in the Acceptance Offer towards security deposit in the form of DD/FDR or irrevocable Bank Guarantee from any scheduled bank for due fulfillment of contract as per the details given below:

- i) Security Deposit/Performance Bank Guarantee of 2.5% of total value of the stores is required to be submitted within 15 days of issue of Rate Contract. The PBG should be valid for a period 3 months beyond warranty period from the date of issue of APO to cover Validity of Advance Purchase Order, delivery period and Warranty period.
- ii) Security Deposit/Performance Bank Guarantee of 7.5 % of Sub PO value of the stores is required to be submitted within 15 days of issue of Sub PO with validity of 3 months beyond warranty period.

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

tenderer. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of “RailTel Corporation of India Ltd” payable at New Delhi only.

6.6 No Interest on Earnest Money and Performance Security:

No interest shall be paid on the amount of earnest money and Performance Security held by the RailTel, at any stage.

6.7 Fax Quotations & Late Tenders:

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

6.8 Drawings and Specifications:

If any tenderer happens to quote with their own Drawing No / Part No / Specification, then, they shall have to, necessarily, submit all the requisite documents and information, in support of their offer being in conformity with the tender Drawing / Specification. Furthermore, duly authenticated copies of such drawings / specifications / catalogue are also to be enclosed, failing which the offer will be liable to be rejected.

6.9 Attendance of Representatives for Tender Opening:

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

6.10 Other Particulars to be enclosed along with tender:

Following details should also be enclosed along with the tender:-

- i) Performance statement of last three years for supply of items as per criteria mentioned in Eligibility This Performance Statement is to be submitted in following format:-

Year	PO. No. & Date with description of item	Name of the purchaser	Qty. ordered	Date of delivery in the Purchase Order	Qty. supplied within scheduled date of delivery	Qty. supplied during 1st extension	Qty supplied during 2nd extension	Qty. supplied during 3rd extension
1	2	3	4	5	6	7	8	9

They may be deprived of any order against this tender if the information furnished is found to be incorrect later on. Correct status/supply position of pending orders, if any, should be invariably indicated. Supporting documents are to be enclosed. Photocopies of the supply/purchase orders along with the Inspection Certificates and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.

- ii) Details of Machinery and Plant, other equipments, testing facilities, quality management/ control systems and details of technical manpower available.
- iii) Tenderers should submit documentary evidence in respect of their approval indicating current validity and approval of their equipment offered wherever necessary.
- iv) Complete Tender documents duly signed & stamped on each page in token of acceptance.
- v) The make and model No. of the equipment offered against each schedule of requirement should be clearly mentioned in the offer along with the technical specifications of the concerned model. Enclose the complete Technical literature.

6.11 Rate, Taxes and Duties:-

6.11.1 Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST, SGST, IGST, Freight and insurance charges up to destination, applicable for each unit tendered. Duties and Taxes are not payable on freight charges and forwarding charges. If necessary, please use a separate sheet, wherever required. Octroi/ Entry tax would be extra and actual would be reimbursed on documentary proof.

6.11.2 Tenderers are requested to quote in the following terms:-

The tenderers are required to quote in the same rate units/ Sets etc. as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

6.11.3 Deleted

6.11.4 RailTel will be claiming CENVAT credit from the relevant authorities, wherever applicable, based on documentary evidence of duties and taxes submitted by the contractors.

6.11.5 Tenderer should submit firm price offer. Price quoted by the bidder shall remain fixed during the entire period of contract. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.

6.12 Excise Duty:

6.12.1 Deleted.

6.12.2 Payment of ED and Excise Duty- CENVAT Rules.

a) Deleted

6.13 CGST/SGST/IGST:

6.13.1 If any tenderer desires to ask for CGST/SGST/IGST to be paid extra, the same must be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the tenderer are inclusive of

CGST/SGST/IGST and no liability for payment of the Sales Tax will be devolved upon the purchaser.

6.13.2 CGST/SGST/IGST should be quoted extra if applicable.

Wherever CGST/SGST/IGST is applicable, the following may be noted:

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

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

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

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

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

If GST is not quoted in the offer, it shall be considered that no GST is applicable.

6.14 Octroi/Entry Tax

Deleted

6.15 The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

6.16 **Validity:** Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

6.17 Evaluation Criteria:

- i. The Offers will be evaluated on SOR basis including installation and commissioning charges and AMC
- ii. The offers for respective Item will be determined on Total Unit Rate on **CIP destination basis** which will include basic rate, CGST, SGST, IGST, freight, insurance and any other charge or cost quoted by the tenderer. Octroi/Entry tax would not be included.
- iii. Offers from the tenderers not meeting the eligibility criteria will not be considered.

- iv. Any optional item/modules, accessories etc required for meeting the tender criteria may be quoted separately, if required. The tenderer should indicate brand name, type / model number of the material offered.

6.18 The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the latter.

6.19 **Compliance & Deviation statements:**

Compliance statement for acceptance of the Technical Specifications (Chapter4) and all other terms and conditions of tender (Chapter 2 to Chapter 8) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

6.20 **Tenderer's Comments:**

Any comments which the tenderer desires to make shall take the form of a separate statement in English and giving reference to page, clause or item numbers and shall be submitted along with the tender.

6.21 Deleted

6.22 **Tax deducted at Source:**

Statutory deduction of taxes would be made as per the prevalent rules .The PAN number may be furnished invariably.

6.23 **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 TCIL's e-Procurement Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

6.24 **Ambiguity:**

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.

6.25 **Bid submission & Opening (On Line only)**

6.25.1 The bid (2 Packet) should be submitted online along with Credential (packet 1) & Price bid document (packet 2).

6.25.2 EMD should be enclosed in an envelope and submitted physically to the tendering authority before the due date and time of submission of the e-Tender.

6.25.3 Power of attorney in favour 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.

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

6.25.5 Bid received after due date and time shall be summarily rejected and shall not be opened.

6.26 Proof of Concept:

As part of Technical evaluation Proof of concept testing is planned before finalizing the technical eligibility of the prospective bidders. Bidders shall be invited to set up proof of concept system (POC) for testing purpose. RailTel will test all major radio parameter as per the specification, performing a number of predefined tasks and complete the evaluation. Tenderers should note that if invited to establish a POC, this shall be a mandatory part of the Tender. If any tenderer decline to establish the POC, this will result in disqualification and also forfeiting EMD.

Bidder is responsible for bringing the required equipment, test and measuring instruments, man power etc for successful completion of PoC. All logistics including packing, unpacking, transportation, licensing, installation, un-installation etc., shall be borne by the bidder for conducting the PoC. No charges shall be payable by RAILTEL for conducting PoC. However, RAILTEL shall provide existing Tower/Mast, space, power for successful completion of POC.

The bids not qualifying the POC shall be summarily rejected. Also, it would be the responsibility of the bidder that their product has all the specifications as mentioned in the tender and is proven to the RailTel, any deviation will not be accepted and the bid would be summarily rejected.

POC shall be done for all important radio link parameters but not limited to:

1. Practical throughput performance 2. VLAN support testing 3. Bandwidth control capacity 4. QoS Feature 5. Spectrum analyser feature 6. NMS features 7. Latency 8. Receive Sensitivity 9. Tx Output power

6.27 FACTORY ACCEPTANCE TEST (FAT) :

Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per bid requirements and review of Pre-Factory acceptance results & shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are offered. The factory acceptance testing shall be conducted in the presence of the Railtel Engineer. The tests shall be carried out on all equipment/items including those supplied by Sub-vendors and factory acceptance certificates shall be issued. The factory tests shall include but not be limited to:

A) Equipment Testing:

- i) Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- ii) Electrical checks including internal wiring, external connections to other equipment etc.
- iii) Check for assuring compliance with standards mentioned in the specifications.

- iv) Checks on power consumption and heat dissipation characteristics of various equipment.
- v) Environment testing and other laid down tests in Type Tests plan of the specification of the equipment.
- vi) Functional testing
- vii) Any other test not included in FAT document but relevant to the project as desired by the Purchaser/Engineer at the time of factory acceptance testing.

The supplier/manufacturer shall send inspection call letter when the material is ready for inspection. The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values etc. and their Quality Assurance Plan.

In case material/equipment fails during inspection, the fresh lot of equipment same shall be offered without any extra cost, by the 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.

6.28 Collection of Data -Tenderer's Responsibility:

The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever shall be entertained on the plea of ignorance of difficulties in the execution of the work. Before submitting, the tenderer shall be deemed to have clearly understood and satisfied himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.

The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, material, equipment, transport and/or storage charges, insurance, increase in cost due to Government levy and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract.

6.29 Preference to Domestic Manufacturers for Telecom Equipment

"Preference to domestically manufactured electronic goods in procurement due to security considerations" shall be applicable as per Government of India policy as on the date of opening of price bid. The manufacturer claiming to qualify under the scope of such rules for PMA (Preferential Market Access) must submit the declaration of VA (Value Addition) as required under the issued notification for the specified period (2013-14 & 2014-15).

6.29.1 Procurement from Manufacturers Authorized agents / Distributors:

Only Manufacturers or their authorized Agents / distributors need to quote with tender specific authorization from the manufacturers failing which offers are liable to be ignored.

Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect.

- a) *Direct dispatch from the premises of the manufacturer to the consignee.*

- b) *Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.*

6.30 The RailTel Regions details:

S.No.	Region & Regional Officers Addresses	States
1	<u>Northern Region Office</u> Regional General Manager, RailTel Corporation of India Ltd 3 rd Floor, Microwave Complex, Thompson Road, Railway Colony New Delhi - 110 002.	a) Haryana
		b) Rajasthan
		c) Uttar Pradesh
		d) Delhi
		f) Jammu & Kashmir
		g) Punjab
		h) Madhya Pradesh
		i) Himachal Pradesh
		j) Uttranchal
2	<u>Southern Region</u> Regional General Manager, RailTel Corporation of India Ltd 2nd Floor, B Block, Rail Nilayam, Gurgaon – 500 071.	a) Andhra Pradesh
		b) Tamil Nadu
		c) Karnataka
		d) Kerala
		e) Maharastra
3	<u>Western Region</u> Regional General Manager, RailTel Corporation of India Ltd 1 st Floor, Churchgate (Annexe), Churchgate, Mumbai.	a) Gujarat
		b) Maharastra
		c) Karnataka
		d) Madhya Pradesh
		e) Rajasthan
4	<u>Eastern Region</u> Regional General Manager, RailTel Corporation of India Ltd New Koilaghat Building, 1 st Floor, 14, Strand Road, Kolkata – 700 001.	a) West Bengal
		b) Orissa
		c) Bihar
		d) Madhya Pradesh
		e) Chattisgarh
		f) Assam
		g) Jarkhand
		h) Uttar Pradesh

Each Region is headed by Regional General Manager (RGM), under whom, Additional General Manager / Deputy General Managers (Referred as DGM's) are working.

6.31 Site Survey :

The successful tenderer shall conduct site survey with a primary aim to establish the wireless link between the locations indicated by RailTel and submit the site survey report within 7 days of placement of supply order which consist of the following details:

- ii) Co-ordinates of the locations.
- iii) Altitude of the locations.
- iv) Location's brief description, the structures of the building, Mast, tower availability etc.
- v) Height of tower, Mast if any, to be erected for commissioning of the link.
- vi) Type of tower (RTT/GBT).
- vii) Line of site diagram with freznel zone.
- viii) Any other relevant details.

Schematic Diagram:-

The bidder should provide a detailed schematic diagram of the proposed configuration and describe in detail all the systems. Detailed schematic of the network and hardware should be provided giving details of cables and all active and passive devices, Cable Routing Diagram (End to End).

6.32 Installation Configuration and Testing :

6.32.1 After completion of on-site checking, the tenderer shall carryout the necessary installations and configurations in the presence of the Official of Railtel or his authorized representative and demonstrate the ability of the equipment to perform the whole operation in accordance with the specifications and any other test as may be required by RailTel or his authorized official before handing it over to the RailTel for regular use. In the case of differences regarding tests, the decision taken by the RailTel shall be final and binding on the tenderer.

6.32.2 Before installation of Radios Mast/Tower stability certificate to be submitted.

6.32.3 The successful tenderer shall install and commission the Radio link between the locations indicated by RailTel engineer as per the following guidelines.

6.32.3.1 Standard safety precautions to be followed

6.32.3.2 Feeder cable from Outdoor unit to Indoor unit shall properly be tied and dressed without any loose wires hanging and shall draw through the already existing trough/ duct/pipes/falls roofing.

6.32.3.3 Should not disturb the already existing equipment/antenna erected on the tower. If disturbed / damaged it has to be brought back to its original position at the cost of the supplier.

6.33 Link Performance Report:

After successful commissioning of link, the total system is subjected to live operation and ensure the availability of connectivity and the Radio link performance report shall be submitted including

- a) Receive signal strength
- b) Latency of the link(at no data and full throughput condition)
- c) Packet loss
- d) System documentation.

Necessary adjustments / configuration shall be done to ensure the availability of the network. All costs for modifications including Labour, materials and the costs of additional testing shall be borne by the Bidder.

6.34 Rejection Conditions : The supplies shall be rejected in case the link is :

- 6.34.1.1 Inconsistent
- 6.34.1.2 Packet loss more than 0.05 % at maximum throughput condition
- 6.34.1.3 Having Latency difference more than 50 ms between No-data condition and Full-throughput condition.
- 6.34.1.4 Inability to prove the bandwidth availability using standard Ethernet Tester.
- 6.34.1.5 Improper installation practices like outdoor cabling without PVC-pipe, use of Non-Galvanized fixtures etc.

6.35 Handing over :

Upon successful completion of Availability Tests, the RailTel official shall issue to the contractor a Handing over Certificate as a proof of the final acceptance of the system. Such certificate shall not relieve the contractor of any of his obligations which otherwise would be necessary for committed level of performance of the system. Warranty period will start after this.

6.36 Warranty :

All equipment shall be warranted for trouble free operation for a period of 24 months. The warranty period shall start from the date of handing over the data communication network to the RailTel.

6.37 GST:

1. The imposition of any new and/or increase in the aforesaid taxes, duties evies (including fresh imposition of any other Tax like Goods and Services Tax- GST) IS imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the bidder thereupon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of bidder attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information relating thereto. In the event of non-payment/default in payment of any of the above taxes. RailTel reserves the right to with-hold the dues/payments of bidder and make payment to local/state/Central Government authorities or to labourers as may be applicable.
2. After imposition of GST as explained in Clause 1 above, bidder shall issue proper invoice to RailTel for availing input credit of CGST/SGST/IGST. GST will not be reimbursed in the absence of proper invoice for availing input tax credit.
3. The break-up of price of each item of SOR in terms of basic Unit price, CGST, SGST, IGST, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the bidder shall be quoted in the SOR. Bidder has to quote all-inclusive rates (with tax break-up). Even after the introduction of

GST, all inclusive unit rates payable will not exceed the all-inclusive rates offered by the bidder. However if rates are reduced in the current tax structure the bidder has to pass on the benefit to RailTel.



CHAPTER VII

FORMATS

Performance Bank Guarantee

(On stamp paper of Rs. 100)

(To be used by approved Scheduled Banks)

1. In consideration of RailTel Corporation of India Limited, 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 (Herein after called "RailTel") having agreed to exempt <indicate name and address of the contractor> _ _ _ _ _ (herein after called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No. _ _ _ _ _ dated _ _ _ _ _ made between _ _ _ _ _ and _ _ _ _ _ (herein after called "the said Agreement") of security deposit for due fulfillment of by the said Contractor(s) of the terms and conditions contained in the said Agreement or production of 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, address, telephone and fax number of the Bank> (herein after referred to as "Bank") at the request of the said Contractor(s) do hereby undertake to RailTel an amount not exceeding Rs. _ _ _ _ _ against any loss or damage caused to or suffered by or would be caused to or suffered by RailTel by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, _ _ _ _ _ < Indicate the name of the Bank> do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on demand from RailTel stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by RailTel by reason of breach by the said Contractor(s) of any of the terms or condition contained in the said Agreement or by reasons of the failure of the said Contractor(s) to perform as per 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, _ _ _ _ _ <Indicate the name of the Bank> undertake to pay RailTel any money so demanded notwithstanding any dispute or disputes raised by the said Contractor(s) in any suit or proceeding 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 valid discharge of our liability for payment there under and the said Contractor(s) shall have no claim against us for making such payment.

4. We, _ _ _ _ _ <Indicate the name of the 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 dues of 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 _ _ _ _ _ , we shall be discharged from all liability under this Guarantee thereafter.

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

This Guarantee will not be discharged due to the change in the Constitution of the bank or the Contractor(s)

6. We, _____ <Indicate the name of the Bank>, lastly undertake not to revoke this Guarantee during its currency except with the previous express consent of RailTel in writing.

Dated the _____ day of _____, 2015.

For _____ <Indicate the name of the Bank>

Witness

1. **Signature**
Name

2. **Signature**
Name

AGREEMENT FORMAT

An AGREEMENT made this _____ day of _____ two thousand and one, between RailTel Corporation of India Limited, Plot 143 , Sector -44, Gurgaon acting in the premises through Director/NPM or his successor _____ of M/s RailTel Corporation of India Limited, (hereinafter referred to as 'RailTel ') of one part and M/s _____ (hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Rate Contract hereto Design, supply, installation, testing and commissioning of 5.8 GHz Radios for various Capacities and Ranges, Poles and Masts of various sizes for RailTel's OFC network on Rate Contract the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for

_____ as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Tender Papers _____ as per Annexure-C hereto and at an estimated contract value of Rs. _____ (Rupees _____ Only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser and the purchaser shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at _____ by Shri _____ for and on behalf of M/s. _____

The contractor within named in the presence of :

1. Signatures
Date
Name in Block Capitals
Address
2. Signatures
Date
Name in Block Capitals
Address

Signed and delivered at _____ for and on behalf
of RailTel by Shri _____ (Director / Projects or his successor)
in the presence of :-

1. Signatures
Date
Name in Block Capitals

2. Signature
Date
Name in Block Capitals

Address:

Annexure 'A'	:	Tender Paper No.
Annexure 'B'	:	Firm's Tender No.
Annexure 'C'	:	Letter of Acceptance of

PROFORMA FOR SIGNING THE INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1- Commitments of the Principal

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain

in exchange any advantage during tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact

on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

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

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

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

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



CHAPTER VIII

STANDARD CONDITIONS OF CONTRACT

8.0 Definitions and Interpretation.

- 8.0.1 In the Contract, unless the context otherwise requires;
- 8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;
- 8.0.3 "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
- 8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;
- 8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract
- 8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores ;
- 8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications
- 8.0.8. "Government" means the Central Government or a State Government, as the case may be;
- 8.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;
- 8.0.10. "Material" means anything used in the manufacture or fabrication of the stores
- 8.0.11. "Particulars" include-
- (a)"Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or

works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-incharge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard

specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

(b) Drawings

(c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry;

(f) "Proprietary mark "or "brand" means the mark or brand of a product which is owned by an industrial firm;

(g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;

8.0.12. " Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its corporate office Plot No.143, Institutional Area, Sector-44, Gurgaon- 122003 NCR (INDIA) acting through Chairman & Managing Director or his authorized officer.

8.0.14. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

8.0.15. "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;

8.0.16. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

- 8.0.17. "Supply Order" means an order for supply of stores and includes an order for performance of service;
- 8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;
- 8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;
- 8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.
- 8.0.21. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to
- (a) The consignee at his premises; or
 - (b) Where so provided the interim consignee at his premises, or
 - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
 - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.
- 8.0.23. Deleted
- 8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.
- 8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents

8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.

8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.

8.0.29. Words in the singular include the plural and vice versa

8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;

8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.

8.1.0 Parties-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.

8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.

8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-

(a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered

posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

8.2.0. Quotations of rates by Contractors

- (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

- (b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,
- (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or
- (ii) to terminate the contract and forfeit the Security Deposit.

8.3.0. Contract.

- 8.3.1. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

- 8.3.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

8.4.0. Deleted.

8.5.0. Delivery.

- 8.5.1. The Contractor shall as may be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

8.5.2. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.

8.5.3. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.

8.5.4. No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

8.6.0. Time for and Date of Delivery; the Essence of the Contract-

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

8.6.1. **Progressing of Deliveries-** The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

8.6.2. **Failure and Termination:-** If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:-

(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period **The upper limit for recovery of liquidated damages will be 12% (Twelve Percent) of Total contract value provided in the contractor**

(b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.

(c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

It shall, however, be in the discretion of the Purchaser to collect or not the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in

case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

8.6.2.1 Termination for Default - In the event of any breach of contract by the contractor, in addition to remedies available to the purchaser as above, purchaser also reserves the right to disqualify the contractor, who fails to discharge it's obligation under the contract, at any time for any specified period from future tender(s) and /or ban the business dealings with the defaulting contractor without any further notice. The decision of the purchaser shall be final and binding on the contractor.

8.6.3 Consequence of Rejection- If on the stores being rejected by the Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -

(i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or

(ii) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.

(iii) the purchaser authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or

8.7.0. Extension of Time for Delivery-

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid.

8.8.0. Examination of Drawing, Specifications and Patterns-

When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or scaled pattern, be considered.

8.9.0. Mistakes in Drawing.

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or

omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

8.10.0. Samples.

8.10.1 Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores, in which case the provisions of Clause 8.6.0 shall apply as far as applicable.

8.10.2. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

8.10.3. Marking- Samples submitted shall be clearly labeled with the Contractor's name and address and the acceptance of tender number.

8.10.4. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

8.10.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

8.10.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

8.10.7. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from

completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

8.11.0. Risk of Loss or Damage to Purchaser's Property.

8.11.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

8.11.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.

8.11.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.

8.11.4. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

8.12.0. Facilities for test and Examination- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

8.12.1. Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

8.12.2. Delivery of Stores for Test- The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

8.12.3. Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

8.12.4. Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

8.12.5. Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.

8.12.6. Powers of Inspecting Officer- The Inspecting Officer shall have the power :-

- (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- (ii) To reject any stores submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit", he is satisfied that the same is unsatisfactory.
- (iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

8.13.0. Charges for Work Necessary for Completion of the Contract-

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

8.14.0. Responsibility of the Contractor for Executing the Contract.

8.14.1. Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor,

his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a RailTel Administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

8.14.2. Consignee's Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Note- In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

8.14.3. Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

8.14.4. The provisions contained in Clause 8.19.0 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.

Note- In respect of stores inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

8.14.5. Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

8.14.6. Changes in a Firm:-

- a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- d) **Consequence of breach** - Should a partner in the Contractor firm commit a breach of Sub-clause 8.14.5 above or the Contractor should commit a breach of the conditions 8.14.6 (a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 8.5.0 and 8.6.0 as far as applicable shall apply.
- e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

8.15.0. Indemnity.

8.15.1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

8.15.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to

which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfillment of the contract.

8.16.0. Packing.

- 8.16.1. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 8.16.2. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- 8.16.3. If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.
- 8.16.4. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
- 8.16.5. Each bale or package delivered under the contract shall be marked by the Contractor or at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
- 8.16.6. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.
- 8.16.7. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

8.17.0 Notification of Delivery.

Notification of delivery or dispatch in regard to each and every installment shall be made to the consignee and to the indent or immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim

consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

8.18.0. Progress Reports.

- 8.18.1. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.
- 8.18.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

8.19.0. Removal of Rejected Stores.

- 8.19.1. On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.

Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

- 8.19.2. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

8.19.3. The stores that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery CIP station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.

8.20.0. System of Payment.

8.20.1. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the acceptance of Tender, by RTGS/NEFT as may be decided by the Purchaser.

8.20.2. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser.

8.20.3. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

8.21.0. Withholding and lien in respect of sums claimed.

8.21.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed

by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

8.21.2. For the purpose of Clause 8.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

8.21.3. Lien in respect of Claims in other Contracts

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or RailTel against any claim of the Purchaser or RailTel in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or RailTel.
- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or RailTel will be kept withheld or retained as such by the Purchaser or RailTel till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 8.24.3 hereinafter provided, as the case maybe, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

8.22.0. Corrupt Practices

8.22.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.

8.22.2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

8.23.0. Insolvency and Breach of Contract.

8.23.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:

- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, **or**
- (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, **or**
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

8.24.0. Laws governing the Contract.

8.24.1. This contract shall be governed by the Laws of India for the time being in force.

8.24.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

8.24.3. **Jurisdiction of courts-** This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

8.24.4. **Marking of stores-** The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

8.24.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this

requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.

- 3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
- 4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- 5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

8.25.0. Headings.

The headings of conditions hereto shall not affect the construction thereof.

8.26.0 Settlement of Disputes/ Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation Of India Limited, if the value of claim is up to Rs. 10 lakh. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

8.27.0. Inspection & Rejection:-

Where under a contract the price payable is fixed on CIP station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

8.27.1 Notification of Result of inspection.- Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

8.27.2 Inspection Notes.--On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

8.28.0 Warranty/Guarantee (Onsite Warranty)

8.28.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, 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.

8.28.2 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/ material so replaced or renewed or until the end of the above mentioned period, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk and expenses, but without

prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

- 8.28.3 Material for repair shall be handed over /taken over to contractors engineer at the RailTel PoP location/ RailTel Site across India. Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 8.28.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 8.28.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in **BID data sheet** after their delivery or after a period as mentioned in **BID data sheet** from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 8.28.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the **Purchaser** in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.
- 8.28.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.
- 8.28.8 After the successful commissioning of the link and acceptance by the RailTel site incharge, the SLA for deduction and penalty will be applicable as per details given below. The same will be followed during the warranty and the long maintenance period (Clause 3.7), excluding the dependencies on account of RailTel and unforeseen circumstances. If the Bidder fail to achieve SLA as mentioned,

the following penalties will be imposed. It will be calculated on monthly basis and maximum penalties will be 10 % of the cost of Equipment per year.

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 2 days	2% of the cost of affected module and accessories
All Modules and accessories	More than 5 days	5% of the cost of affected module and accessories
All Modules and accessories	More than 10 days	10% of the cost of affected module and accessories

8.29.0. Inspection at the Fag end of the Delivery Period-

In cases where only a portion of the stores ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

- (a) The Purchaser has the right to recover from the contractor under the provision of clause 8.6.2 (a) of Standard Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of CGST, SGST, IGST on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.
- (c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.
- (d) But nevertheless, the Purchaser shall be entitled to the benefit fit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

- 8.29.1. The Contractor shall not dispatch the Stores till such time as an extension in terms of para 8.29.0 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are

accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

- 8.29.2. In case where the some or the entire quantity has not been tendered for inspection with in the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

8.30.0. Additional Conditions:-

These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers over ride the latter.

In addition to those conditions, the following special conditions shall govern the Rate/Running contract and all supply orders placed under it:-

Additional (Special Conditions):

1. **Purpose of Contract:** The contract, which shall be deemed to be a Rate /Running contract is intended for the supply of the Stores of the descriptions set forth in the Scheduled to Tender during the period therein specified.
2. **Period of Contract:** This advance purchase order would be valid for Twenty four months from the date of issue with a provision of further extension of maximum for one year as per RailTel's sole discretion at the same terms and conditions. Bidder has to accept and extend the same without asking any price variation. It will be a binding on the bidder..
3. The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the stores so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.
4. **Number or quantity contracted for** – subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the rate contract which is only in the nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all stores as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of Stores included in the contract, (2) of placing rate contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any stores referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities within the period in which supplies are required.
5. **Minimum/maximum order value** - The value of any single supply order shall not be less than one unit and not more than the estimated quantity subject to provision of the contract.
6. **Delay or default** in supplies either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further quantities on the contractor even up to any quantities indicated in the contract.

Chapter 9

9.1 Law governing the contract.

The contract shall be governed by the law for the time being in force in the Republic of India. Compliance to regulations and bye-laws-The contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulation or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

9.2 Force Majeure clause:-

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

9.3 Illegal Gratification

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or anyone on his behalf to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition or any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any

moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

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

9.4 LABOUR

Wages to Labour- The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there-under in respect of any employees directly or through petty contractors or sub contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the contractor. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the contractor to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same form any moneys due or accruing to the contractor under this or any other contractor with the RailTel.

9.4.1 Apprentices Act

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

9.4.2 Provisions of Payments of Wages Act

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with

the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contract (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

9.4.3 Provision of Contract Labour (Regulation and Abolition) Act 1970

1. The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.
2. The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
3. The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.
4. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
5. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the

RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

9.4.4 Reporting of Accidents to Labor

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

9.4.5 Provisions of Workmen's Compensation Act

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

9.5 Determination of Contract

Right of RailTel to determine the contract: The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof.

Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's

decision on the necessity and property of such expenditure shall be final and conclusive.

The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

9.6 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

As per clause 30, chapter-4 of tender document.

9.7 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR :

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

9.8 SETTLEMENT OF DISPUTE AND ARBITRATION:-

- Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance

with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of sole arbitrator or Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd.
- Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents ?	Submitted /complied or Not	Page No./ref No. of Offer
1	Cost of tender document.		
2	Power of Attorney.		
3	Downloaded tender document digitally signed .		
4	Earnest money amounting Rs -----/- as per bid data sheet		
5	Performance statement including Copies of Purchase Orders & Inspection certificates as per clause		
6	Compliance statement for acceptance of Technical specification & Instructions and terms and conditions Tender Conditions		
7	Deviation Statement, if any,(Chapter wise and Clause wise) from Technical Specification & Tender conditions.		
8	Cost breakup of price indicating Basic rate, CGST, SGST, IGST, Transportation, Insurance etc.		
9	OEM vetted BOM and OEM vetted technical specification of		

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