

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

**143, Institutional Area,
Sector-44, Gurgaon
Haryana – 122003**

DOCUMENT

FOR

Procurement of Edge servers as per RDSO specifications for VSS work through GeM

Tender No.: RailTel/Tender/CO/GeM/2017-18/Server/418



RailTel Corporation of India Ltd.
Plot No. 143, Institutional Area, Sector -44
Gurgaon-122003, Ph: 0124-4236085-86, Fax: 0124-4236084

RailTel Tender No. RailTel/Tender/CO/GeM/2017-18/Servers/418

RailTel Corporation of India Ltd. (RailTel) invites Tenders for “**Procurement of Edge servers as per RDSO specifications against VSS Work Through GeM**”.

| | | |
|----|------------------------------------|---|
| a) | Opening date of Tender downloading | Date of submission and opening of bid time etc. will be uploaded on GeM Portal. |
| b) | Submission date of bids | |
| c) | Opening of bids | |
| d) | Approximate cost of Tender | Approx. 1.16 Crore |
| e) | 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. |

Note: Tender Document are available on RailTel’s website and can be downloaded from www.railtelindia.com. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on www.railtelindia.com only.

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

Group General Manager/Operation

INDEX

| | <u>SECTION 'I' (Variable)</u> | |
|------------------------------------|--|-----------------|
| Chapter | Contents | Page No. |
| Chapter 1 | Schedule of Requirement (Price Schedule) | 4-5 |
| Chapter 2 | Bid Data Sheet (BDS) | 6-7 |
| Chapter 3 | Special Tender Conditions | 8-10 |
| Chapter 4 | Technical Specifications. | 11-12 |
| <u>SECTION 'II' (Fixed)</u> | | |
| Chapter 5 | Instructions to Tenderers | 13-15 |
| Chapter 6 | General Tender Conditions | 16-17 |
| Chapter 7 | Standard Conditions of Contract | 18-21 |
| Chapter 8 | Performa for Performance Bank Guarantee | 22-23 |

(This tender document consists of 23 pages)

Section-1

Chapter-1

Schedule of Requirements

| SN | Item Description | Unit | Qty | Unit Basic Price | Packing & Forwarding Charges | CGST @ --% | SGST @ --% | IGST @ --% | Freight & Insurance charges | Unit Cost destination | C.I.P. | Total cost C.I.P. destination | |
|--------------------|--|------|-----|------------------|------------------------------|------------|------------|------------|-----------------------------|-----------------------|----------|-------------------------------|----------|
| | | | | (a) | (b) | (c) | (d) | (e) | | In fig. | In words | In fig. | In words |
| 1. | Server for Network Video Recording as per specifications of chapter -4 | Nos | 40 | | | | | | | | | | |
| Grand Total | | | | | | | | | | | | | |

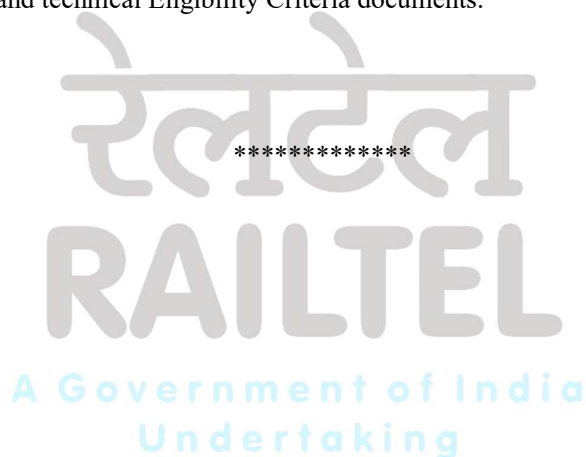
Information to Bidder for Compliance:

1. All Servers should be quoted as per Technical specifications defined in Chapter-4.
2. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
3. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted.
4. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
5. OEMs should be having valid ISO 9000 & ISO 14000 certification on the date of opening of bid.
6. Bidder shall submit the detailed BOM of the equipment's offered duly verified and certified by the respective OEM. The detailed BOM shall indicate quantities and price break up of various modules/sub modules/cards/Licenses required for each equipment's.
7. GSTIN ID of vendor should be provided from where good will be supplied.

8. Offline Submissions:

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

- i. EMD
- ii. MAF/ OEM Authorization Letter
- iii. BOQ of offered equipment.
- iv. Data Sheet of offered equipment.
- v. Compliance/Deviation Statement as per clause 5.7 of chapter-5
- vi. Financial and technical Eligibility Criteria documents.



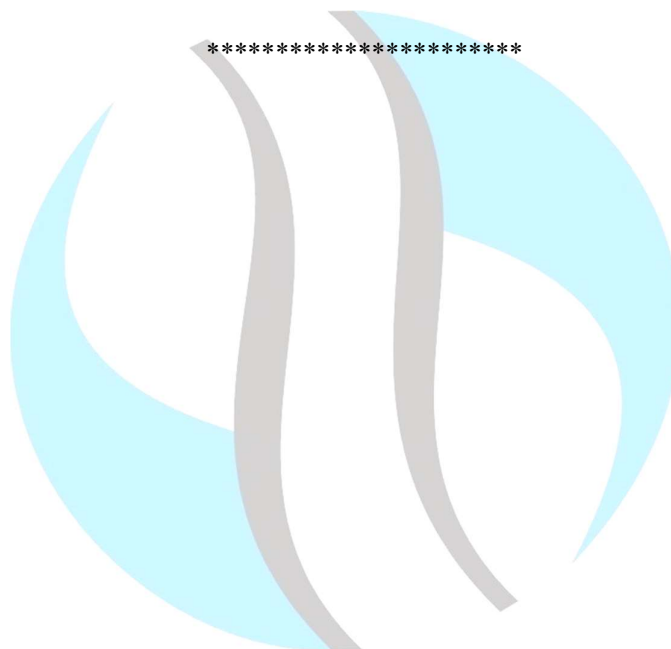
CHAPTER- 2

DATA-SHEET

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

| Reference | Description |
|----------------------------------|---|
| Tender Notice | Name of work: Procurement of Edge servers as per RDSO specifications against VSS Work Through GeM. |
| Clause 7.6 Chapter-7 | Warranty 36 months comprehensive warranty from the date of Supply. |
| Clause 3.2, Chapter-3 | Delivery Period 45 Days |
| Clause 3.4, Chapter-3 | AMC Deleted |
| Clause 3.3, Chapter-3 | <p>Eligibility Criteria:</p> <ol style="list-style-type: none"> 1. The Tenderer should be an Original Equipment Manufacturer (OEM) or Authorized representative of OEM. 2. The equipment offered by the OEM or equipment of the same series/family should have been satisfactorily working in Telecom Service Providers network for at least 06 months as on date of opening of tender in India or Abroad. The certificates from the actual users will have to be submitted along with bid. 3. The OEM should have supplied at least 35% of the tendered quantity of the equipment offered or equipment of the same series/family to Government/PSUs/Telecom Service Providers. 4. The tenderer should have executed single order of supply/ provision of Server /Servers equipment's costing not less than 35% of tendered value during last proceeding 3 financial years (i.e. current year and three previous financial years) from the date of opening of tender. Supply of this value against a single rate contract, during above period, will also qualify for this purpose. The bidder shall also furnish Supply/ work completion certificate issued by customer/s for the Purchase Orders/ Work Orders 5. The bidder should have annual turnover of minimum 150% of tendered quantity or above during the last 3 financial years (i.e. current year and three previous financial years). The bidder should provide Audited Balance Sheets and annual reports as documentary evidence or other such documents so as to establish the financial soundness of their company for the preceding three financial years 6. The Bidder should have authorization specific to this tender from respective OEMs 7. The Bidder should have minimum of 4 Technically Certified Engineers on their own rolls trained in OEM technology whose network equipment's are being offered or CCNA. The Bidder should submit the copy of certificates along with the bid. |

| Reference | Description |
|----------------------------------|---|
| Clause 5.1, Chapter-5 | <p>Earnest Money Deposit (EMD)/ Bid Security : Rs 2,32,000/- in the form of Pay Order/Demand Draft drawn in favor of RailTel Corporation of India Ltd. payable at New Delhi.</p> <p>Original DD/Pay Order to be deposited at RailTel office, Gurgaon in favor of RailTel Corporation of India, Payable at New Delhi. (With Tender No., Name of Firm & Mob. No. written on back side of DD)</p> |



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CHAPTER-3

SPECIAL TENDER CONDITIONS

3.1 The Tenderer shall quote Total all Inclusive Rate of Supply & Services clearly indicating the breakup of rates, applicable duties and taxes, etc. as detailed in the offer form only.

3.2 Delivery Period:

Material is required to be delivered by the supplier at the location/consignee within 45 days from the date of issue of Purchase order.

3.3 Eligibility Criteria:

The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

3.3.1 Eligibility Criteria for OEM:

- a. Each OEM can authorize up to a maximum of three (3) authorized partners to bid the tender.
- b. The Equipment offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers network for at least 06 months as on date of opening of tender in India or Abroad. The certificates from the actual users will have to be submitted along with bid.
- c. The OEM should have supplied at least 35% of the tendered quantity of the equipment offered or equipment of the same series/family to Government/PSUs/Telecom Service Providers. OEM can submit self-certificate with proper contact detail of clients (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued from authorized signatory
- d. The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of Servers and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. The certificates/Undertaking for the same will have to be submitted along with bid.

3.3.2 Eligibility Criteria for Bidder:

- a. The tenderer should have executed single order of supply/ provision of Server /Servers equipment's costing not less than 35% of tendered value during last proceeding 3 financial years (i.e. current year and three previous financial years) from the date of opening of tender. Supply of this value against a single rate contract, during above period, will also qualify for this purpose. The bidder shall also furnish Supply/ work completion certificate issued by customer/s for the Purchase Orders/ Work Orders
- b. The bidder should have annual turnover of minimum 150% of tendered quantity or above during the last 3 financial years (i.e. current year and three previous financial years). The bidder should provide Audited Balance Sheets and annual reports as documentary evidence or other such documents so as to establish the financial soundness of their company for the preceding three financial years.
- c. The Bidder should have authorization specific to this tender from respective OEM.

- d. The Bidder should have minimum of 4 Technically Certified Engineers on their own rolls trained in OEM technology whose network equipment's are being offered or CCNA. The Bidder should submit the copy of certificates along with the bid.
- e. 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.

3.4 Long Term maintenance Support/AMC:

Deleted.

3.5 Preference to Domestic Manufacturers for Telecom Equipment:

- i. "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 (2015-16 & 2016-17).
- ii. **Sellers claiming the product under PMA policy have to submit certificate in this regards from ministry of Commerce.**

3.6 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.

3.7 Care in Submission of Tender:

- 3.7.1 Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 3.7.2 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 3.7.3 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the RailTel shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

3.8 Security Considerations & Security Agreement

- 3.8.1 While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 3.8.2 The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security

considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer (OEM) shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website), covering all relevant clauses. The tenderer must submit a declaration along with their bid in this regard.

3.8.3 The Network for customers

The RailTel network primarily meets the requirement of NIC for National Knowledge Network and further requirement of defence and other strategic sector of Government. The VSS Network is an extension of RailTel Network. Accordingly, the VSS network shall take into consideration the National Security requirement and National Security aspects indicated by these key customers.

3.9 Payment Terms:

100% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with the following documents and any other documents mentioned in the contract.

- i. Invoice.
- ii. Delivery Challan
- iii. Contractor's certificate of dispatch
- iv. Inspection Certificate
- vi. Consignee's receipt
- vii. Warranty guarantee certificate of OEM
- viii. Performance Bank Guarantee.

3.10 Bill paying and passing authority:

Accounting unit/bill passing unit for the supplies under SOR is GGM/Operation of Corporate Office. Bills will be submitted to the GGM/Operation/CO for payment.

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CHAPTER-4**TECHNICAL REQUIREMENTS & SPECIFICATIONS**

4.1 The minimum technical specifications as per RDSO Spec. No.: RDSO/SPN/TC/65/2016 Rev 4.

4.2 Server hardware:

4.2.1 Server hardware for Video Management, Recording and Video Analytics shall have the minimum following specifications:-

| S. No. | Parameter | : | Specification |
|--------|-------------------------------------|---|---|
| i. | Processor | : | Intel Xeon Processor |
| ii. | No. of Cores | : | 8 |
| iii. | No. of Threads | : | 16 |
| iv. | Frequency | : | 2.1 GHz or higher |
| v. | Cache | : | 20 MB |
| vi. | No. of Processors | : | 2 |
| vii. | QPI (Quick Path Interconnect) Links | : | 2 |
| viii. | System buds/QPI Speed | : | 8 GT/Sec or higher |
| ix. | Memory | : | 32 GB or higher, DDR3/DDR4 SDRAM or latest. |
| x. | Operating System | : | Windows Operating System or Linux, latest with minimum 3 Client licenses. * |
| xi. | LAN/Ethernet | : | Onboard/ on slot Gigabit Ethernet (RJ45) with Load Balancing and Fail over Support, IPv6 compliant. |
| xii. | Interface type | : | FC or iSCSI or FCoE or Ethernet interface for connecting External Storage device. |
| xiii. | Hard Disk Drive | : | Hot Pluggable SAS HDD, 4x600 GB, 7200 RPM or higher with minimum 06 nos. or higher internal drive bays. |
| xiv. | RAID Controller | : | SAS RAID Controller with RAID 0/1/5 configuration |
| xv. | DVD R/W Drive & USB Ports | : | Required |
| xvi. | USB/PS/2 mouse and keyboard | : | Required |
| xvii. | Power Supply | : | Redundant Hot-swappable power supply |

| | | | |
|--------|-------------------|---|--|
| xviii. | Fan Configuration | : | Redundant Hot Swappable Fan |
| xix. | Chassis Type | : | 19" Rack mountable with sliding rails and fittings to install into a Rack. |

*Only support for windows/Linux OS required.

- 4.2.2 Server specifications for Face Recognition Software will be same as per clause no. 4.2.1 with following additional item:-

Graphic Card: One no. of NVIDIA GPU card of Tesla/Quadro series or better.

- 4.2.3 Typical arrangement of Server Hardware/NVR shall be as under:-

- (a) One Server Hardware is required for Video Management and alerts management from Video Analytics and FRS minimum 64 nos. of full HD cameras or minimum 32 no. of 4k UHD cameras or a mix of both on pro-rata basis.

If any software OEM can accommodate more than 64 nos. of full HD or 32 nos. of 4K UHD cameras or a mix of both on pro-rata basis for Video Management and alerts management from Video Analytics and FRS on a single server without any compromise on system performance and functionality, the same shall be acceptable as an equivalent solution with less number of Sever Hardware's.

- (b) One Server for Video Recording for 64 nos. of full HD cameras or 32 numbers of 4K UHD cameras or a mix of both on pro-rata basis with required number of hard disks.

OR

One NVR for Video Recording of 64 nos. of full HD cameras of 16 nos. of 4K UHD cameras or a mix of both on pro-rata basis with required number of hard disks.

- (c) One Server each is required for Video Analytics for 32 nos. of cameras.

- (d) One Server each is required for running Face Recognition Software of minimum 4 numbers of cameras.



Chapter-5

INSTRUCTIONS TO THE TENDERERS

Please Note

5.1 Earnest Money Deposit (EMD) :

The tenderer shall deposit earnest money as per BID DATA SHEET along with the tender in favour of RailTel Corporation of India Ltd., payable at NEWDELHI in the form of Demand Draft from any Scheduled Bank which should remain valid for 45 days beyond the BID opening date. Tenders without earnest money will be summarily rejected. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful tenderers shall be returned after finalization of contract and that of successful tenderer after conclusion of Contract and securing Security Deposit.

5.2 For NSIC registered Firm

- a. For small scale units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available:-

(i) They are exempted from depositing Earnest money.

These exemptions are applicable provided units are registered with NSIC for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC registration certificate for the tendered item, otherwise their offer would not be considered.

- b. No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
- c. Any Other guideline issued by **Govt.** for MSME time to time will be applicable.

5.3 Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit 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 @ 10% of total value of Purchase Order is required to be submitted within 15 days of issue of Purchase Order with validity of 3 months beyond warranty period.
- ii. The security deposit/PBG shall be submitted to Corporate Office Gurgaon.

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

5.4 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.

5.5 Rate, Taxes and Duties:-

5.5.1 Tenderer should submit offer on CIP destination basis. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, CGST/SGST/IGST/GST, Freight and insurance charges up to destination, applicable for each unit tendered.

5.5.2 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.

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

5.6 GST related clause:

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

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

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

b) The tenderer while quoting for tenders should give the following declaration:

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

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

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

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

- 5.6.3** The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 5.6.4** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST incase of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 5.6.5** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 5.6.6** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 5.6.7** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 5.6.8** Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST,SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 5.6.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 5.6.10** In regards to work contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 5.6.11** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

5.7 Compliance & Deviation statements:

Compliance statement for acceptance of the Technical Specifications (Chapter4) and Instructions & Conditions (Chapter3, Chapter 5, Chapter 6 and Chapter 7) shall be enclosed by the tenderer 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.

- 5.8** 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.



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CHAPTER-6

GENERAL TENDER CONDITIONS

6.1 **Inspection:**

- 6.1.1 The supplier/manufacture shall give a call for inspection within three weeks of issue of Sub PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.
- 6.1.2 The supplier/manufacture 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.
- 6.1.3 In case material/equipment fails during inspection, the fresh lot of same material/ equipment 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/cost.
- 6.1.4 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES /RDSO/CIPET or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.
- 6.1.5 The material should be offered for inspection within three weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 6.1.6 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be complied on a daily/ weekly/ monthly basis and it shall be analyzed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure traceability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 6.1.7 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

6.2 **Force Majeure Clause:**

In the event of either party being rendered unable by force majeure conditions to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties.

The term force majeure employed herein shall mean Act of God, war (declared or not), storms, floods, tsunami, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, plague, quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of the RailTel, the contractor cannot reasonably prevent or control against.

6.3 The RailTel Regions details:

Each Region is headed by Executive Director(ED)/Regional General Manager (RGM), under whom, Additional General Manager / Deputy General Managers (Referred as DGM's) are working. Details of regions are given below.

| SN | Region | Regional offices | Addresses | States |
|----|-----------------|------------------|--|--|
| 1. | Northern Region | New-Delhi | Regional General Manager 6th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053. | Haryana, Rajasthan, Uttar Pradesh, Delhi, Jammu & Kashmir, Punjab, Madhya Pradesh, Himachal Pradesh, Uttranchal . |
| 2. | Eastern Region | Kolkata. | Regional General Manager. 3rd Floor, Chatterjee, International Centre, 33-A Jawaharlal Nehru Road, Kolkatta-700071. | West Bengal, Orissa, Bihar , Madhya Pradesh, Chattisgarh, Jharkhand, Assam, Tripura, Meghalaya, Manipur, Mizoram, Arunachal, Nagaland. |
| 3. | Southern Region | Secunderabad | Regional General Manager 2nd Floor B-Block, Rail Nilayam, Secunderabad-500071. | Andhra Pradesh, Tamil Nadu Karnataka, Kerala, Pondicherry. |
| 4 | Western Region | Mumbai | Regional General Manager Western Railway Microwave Complex, SenapatiBapat Marg, Mahalaxmi, Mumbai-400013. | Gujarat, Maharashtra, Karnataka, Rajasthan, Madhya Pradesh, Goa. |



Chapter 7

STANDARD CONDITIONS OF CONTRACT

7.1 Contract.

7.1.1. 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.

7.1.2 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.

7.2 Delivery.

7.2.1 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.

7.2.2 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.

7.2.3 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.

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

7.3 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.

7.3.1 **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.

7.3.2 **Failure and Termination:-** If the Contractor fails to deliver the stores or any instalment 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 10% (Ten Percent) of Total contract value provided in the contract or

(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.

7.3.2.1 Termination for Default –

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

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.

7.4 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.

7.5 Indemnity.

- 7.5.1 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.

- 7.5.2 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 fulfilment of the contract.

7.6 Warranty/Guarantee

- 7.6.1 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.
- 7.6.2 If it becomes necessary for the contractor to replace or renew any defective hardware 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 48 Hrs, 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.
- 7.6.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 7.6.4 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.
- 7.6.5 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.
- 7.6.6 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' above shall apply.

- 7.6.7 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.



Chapter-8

Performa for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: Plot No.143, Sector-44, Gurugram-122003

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called “ the said Agreement”) of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly

carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

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

(indicate the name of Bank) lastly undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2017
for
(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name



END OF THE DOCUMENT