

RailTel Corporation of India Limited

(A Government of India Enterprise, Ministry of Railways)

CENTRAL NETWORK OPERATION CENTER

6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053

Special Limited Tender

For

“Security Audit of RailTel MPLS/ISP Network”

(Tender No. RailTel/Tender/LT/CO/Network Security Audit/2021-22/01 dt. 15.03.22)

Index Sheet

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RailTel Corporation of India Limited

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CENTRAL NETWORK OPERATION CENTER
6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053

SPECIAL LIMITED TENDER NOTICE

Tender No. RailTel/Tender/LT/CO/Network Security Audit Service/2021-22/01 dt. 15.03.22, RailTel Corporation of India Limited, Central Network Operation Center Corporate Office, invites sealed tenders for “**Security Audit of RailTel MPLS/ISP Network**”

| | Type of Tender | Special Limited Tender |
|--|--|------------------------------------|
| a) | Last Date of submission of tender & Time | 15.04.2022 15:00hrs |
| b) | Date and time of opening of tender | 15.04.2022 15:30hrs |
| c) | Estimated Cost of the tender | 14,98,000/- (incl. of taxes) |
| d) | Validity of offer | 60 Days from opening of the Tender |
| e) | Completion period | 90 days from issue of LOA |
| <p>Earnest Money Deposit (EMD): Rs 29960- (Rs Twenty Nine Thousand and nine hundred and Sixty only.) (2% of Estimated Cost Rs 14,98,000/-) payable by an account Payee Bank draft in favor of RailTel Corporation of India Limited, New Delhi.</p> <p>Note:- Small scale Units registered with NSIC and MSME under single point registration scheme are exempted from cost of Tender Documents and EMD.</p> <p>Note: Exemption from submission of cost of EMD will be given as per extant rules of Govt. of India.</p> <p style="text-align: right;">JGM/CNOC</p> | | |

For any query, Please mail to himanshu@railtelindia.com

Chapter-I

Offer Letter

To

JGM/CNOC
RailTel Corporation of India Limited
6th Floor, Block-III, Delhi IT Park,
Shastri Park, Delhi-110053

I/We _____ have read the various conditions to tender attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this tender open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the Security Audit "As per the top sheet" for Tender No. RailTel/Tender/LT/CO/Network Security Audit Service/2021-22/01 dt. 15.03.22 for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the Security Audit with all respect within **90 Days** from the date of issue of Letter of Acceptance. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the Security Audit.

A sum of Rs.----- only as an Account Payee Demand Draft No.-----
----- dt. ----- issued by ----- is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after receipt of orders to that effect.

SIGNATURE OF CONTRACTOR (S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2.

Chapter- II

SCHEDULE OF REQUIREMENT (PRICE SCHEDULE)

A. SCOPE OF SECURITY AUDIT

The Scope of Security Audit covers following:

- 1: Organization Security Policy review.
- 2: Network Processes review and update.
- 3: Network Security Risk and Compliance review.
- 4: Network Architecture Review. Consultant shall conduct a network architecture review on the existing NLD, and ISP architecture based on ISO 27033 and ISO 42010.
- 5: Consultant shall identify the controls applicable to sampled network elements of RailTel NLD and ISP network (sample nodes to be finalized with RailTel Operations Team) as per the license requirements, IS policy, ISO 27001 and 3GPP standards, wherever applicable.
- 6: Gap assessment report.

GENERAL

The Details scope of Security Audit is as follows.

Network Devices in RailTel Network

Core MPLS Router ---100 Nos

Access MPLS Router –2000 Nos

Access Switches-----11000 Nos

OLT -----4500 Nos

Access Point -----18000 Nos

Wifi Controller ----20 Nos

Servers for Billing , Customer portal , DNS ,NMS ,DHCP , Radius and etc -----100 Nos

Note: The quantity of Network devices shown above may be increased up to 20% subjected to the actual network devices implemented at the time of security audit.

Scope of Security Audit:-

Organization Security Policy Review:

"Consultant will conduct a review on existing RailTel information Security Policy with respect to ISO 27001, ISO 15408, IT Act 2000, 3GPP/2, ITU-T and regulatory requirements/mandates as stipulated in NLD and ISP License amendments.

Further, on the basis of the gaps identified in review. Consultant will update the existing Security Policy comprising Network Forensic, Network Hardening, Network penetration test, Risk Assessment, Action to fix problem, Asset Management, Human Resource Security, Physical and Environmental Security, Communications and Operations Management, Access Control, Business Continuity Management, etc.

Network Processes Review and Update:

Consultant will conduct a review on existing network processes and update the same in case any gaps are identified. Further in case of absence of Network Processes with RailTel, Consultant will prepare new processes documents. The Consultant will update and prepare a maximum of 5 process documents.

Network Security Risk and Compliance Review:

Consultant will conduct a security risk and compliance review as per the NLD and ISP License amendment and will include the following:

- a. Network Architecture Review: Consultant will conduct a network architecture review on the existing NLD and ISP architecture based on ISO 27033 and ISO 42010.
- b. Application Configuration Review: Consultant will identify the controls applicable to sampled network elements of RailTel NLD and ISP network (sample nodes to be finalized with RailTel Operations Team) as per the license requirements, IS policy, ISO 27001 and 3GPP standards, wherever applicable.

Consultant will conduct the application configuration review based on the identified controls and available MBSS documents and all type of security and regulatory compliances by TRAI, DOT etc.

- c. Operating System Configuration Review: Consultant will conduct operating system configuration review on the nodes identified in section 3.b above. This would be based on license requirements, IS policy and industry best practices.

Engagement Deliverables

I. Scope of Security Audit : Organization Security Policy Review

II. Deliverables: i. Gap assessment report of RailTel Security Policy.

III. Updated RailTel Security Policy.

2. Scope of Security Audit : Network Process Review and Update

Deliverables : i. Gap assessment report of existing RailTel network processes.

ii. Updated and new RailTel network processes (Maximum 5)

3. Scope of Security Audit : Network Security Risk and Compliance Review

Deliverables: I. Exceptions based network architecture, application and operating system configuration assessment report for agreed sample nodes. Assessment report will consist of Security Area, Security Control, Observation Description, Risk/Implications, Recommendations, Management comments and closure timelines.

4. Scope of Security Audit : DoT Reports

Deliverables: i. Initial draft report and executive summary for DoT submission.

ii. Final for DoT submission.

Tender No. RailTel/Tender/LT/CO/Network Security Audit Service/2021-22/01 dt. 15.03.22

| SN | Items Description | UOM | Qty | Basic Rate | <u>GST</u> | <u>GST Amount</u> | Total Cost (in Rs)- All incl |
|----|--|-----|-----|------------|------------|-------------------|---------------------------------|
| 1 | Security Audit of RailTel MPLS/ISP Network | LOT | 1 | | | | |
| | Total Cost (All inclusive) | | | | | | |

Total Amount (in words):.....

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

The requisite EMD for an amount of Rs. _____ submitted vide DD No. _____ dated _____ drawn on _____ bank.

Chapter III

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

| Reference | Description |
|----------------------|---|
| Tender Notice | Security Audit of RailTel MPLS/ISP Network |
| Chapter IV | <p>Validity of offer</p> <p>The offer should remain valid for a period of 60 days from the date of opening of the tender</p> |
| Chapter IV | <p>Earnest Money Deposit (EMD): Rs 29960- (Rs Twenty Nine Thousand and nine hundred and Sixty only.) (2% of Estimated Cost Rs 14,98,000/-) payable by an account Payee Bank draft in favor of RailTel Corporation of India Limited, New Delhi.</p> <p>Note:- Small scale Units registered with NSIC and MSME under single point registration scheme are exempted from cost of Tender Documents and EMD.</p> |
| Chapter IV | <p>Security Deposit:</p> <p>Successful tenderer(s) is required to submit separate security deposit/Performance Bank Guarantee (Form No-2), towards “Security Audit of RailTel MPLS/ISP Network”.</p> <p>The successful tenderer shall submit security deposit in the form of Performance Bank Guarantee @ 3% of issued PO/LOA value including tax for SOR in the form of DD/Pay Order or irrevocable Bank Guarantee with validity of 3 months beyond contract period , from any scheduled bank for due fulfilment of contract , within 15 days of issue of LOA.</p> <p>The Security Deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in favour of “Railtel Corporation of India Limited” payable at New Delhi Only.</p> |
| Tender Notice | <p>Last Date of Submission of Offer</p> <p>Date: 25.4.2022</p> <p>Time: 15:00 hours</p> |

| Reference | Description |
|----------------------|---|
| Tender Notice | <p>Date of Opening of Tender</p> <p>Date: 25.04.2022</p> <p>Time: 15:30 hours</p> <p>Venue: <u>CENTRAL NETWORK OPERATION CENTER</u> 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053</p> |



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Chapter IV

Commercial Terms & Conditions

1. Offer letter and validity of offer

- 1.1 The bidder shall complete the offer letter and the price schedule furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices, etc.
- 1.2 The offer should remain valid for a period of **60 days** from the date of opening of the tender.

2. Date of completion

- 2.1 The date of completion of the Security Audit is 90 days from the date of issue of Letter of Acceptance.
- 2.2 The Security Audit is required to be completed within 90 Days.

Please see the technical specifications in Chapter V.

3. Payment Terms

All payments due to the Tenderer shall be made by "Account Payee" through NEFT/RTGS.

- 3.1 100% (Hundred percent) of the value of the Security Audit on certification of completion of the Security Audit by RailTel's authorised representative and accompanied with the following documents:

- ☐ Invoice
- ☐ Inspection certificate
- ☐ Warranty certificate of Auditor
- ☐ Network Security Certificates for submitting to DoT Official.

- 3.2 The final bill for each item of Security Audit shall be submitted by the Tenderer along with a clear '**No Claim Certificate**'.

- 3.3 Bill passing authority is JGM/CNOC and Bill paying authority is Addl.GM/Finance

4. Performance Guarantee

- 4.1 Successful tenderer(s) is required to submit separate security deposit/Performance Bank Guarantee (Form No-2), towards "**Security Audit of RailTel MPLS/ISP Network**".

The successful tenderer shall submit security deposit in the form of Performance

Bank Guarantee @ 3% of issued PO/LOA value including tax for SOR in the form of DD/Pay Order or irrevocable Bank Guarantee with validity of 3 months beyond contract period , from any scheduled bank for due fulfilment of contract , within 15 days of issue of LOA.

The Security Deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in favour of "Railtel Corporation of India Limited" payable at New Delhi Only.

4.2 No Interest on Security Deposit/Performance Bank Guarantee:

No interest shall be paid on the amount of Security Deposit/Performance Bank Guarantee held by the RailTel, at any stage.

Note:

1. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.
 2. Any performance security up to a value of Rs. 5 Lakh is to be submitted through online transfer only.
- 4.3 A penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31 st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that Security Audit.

5. Agreement

The successful Tenderer shall within 30 days after award of contract be bound to execute an agreement based on accepted rates and condition in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and schedule of prices referred to therein completed (Form no. 1)

6. UNIT PRICES

- 6.1 The prices quoted by the Tenderer shall include the prices including all Services required and mansion in SOW under chapter V for security audit of MPLS/ISP network of RailTel.

- 6.2 The prices shall include all taxes, duties, Royalty, GST and levies (including GST etc.) applicable on this Security Audits Contract. Therefore, they should quote their prices taking into account all types of taxes including GST on Security Audits contract as leviable. Ambiguous charges without firm and specific figures quoted as “extra” will make the bid liable to be summarily rejected.
- 6.3 The prices quoted by the tenderer shall include cost of commissioning and testing and all costs of Administration of Contract, Insurance Premium, Banker's charges for guarantees, cost of storage, loading-unloading and handling of materials and for any road transport which the contractor may use for carriage of materials to his depot and the site of Security Audit. The prices shall include the cost of Security Audits and adjustments necessary to be done by the contractor during or after tests carried out by the purchaser.
- 6.4 Deleted
- 6.5 While the price quoted in the contract are inclusive of all taxes i.e. GST levied by any statutory authority, the purchaser shall make any deduction toward GST on Security Audits contract if statutorily required to do so. The deducted GST on Security Audits contract shall be remitted to the concerned GST authority and the purchaser shall in no way be responsible for any disputes between the GST authorities and the contractor in this regard.
- 6.6 All taxes, duties and levies (Including GST) arising out of the transaction between the contractor and his sub contractor/supplier for this Security Audit will be included in the rates quoted by the contractor in the relevant Schedule.
- 6.7 No import license shall be arranged by the RailTel for this Security Audit.
- 6.8 GST clauses:**
- 6.8.1** The price quoted in the offer should be firm, fixed indicated 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.
- 6.8.2** Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST incase of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.8.3** For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

- 6.8.4** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 6.8.5** In case of incorrect reporting of the service 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.
- 6.8.6** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.8.7** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 6.8.8** In regards to Security Audits contract, the tenderer should have registration no. for GST in respective state where Security Audit is to be executed and shall furnish GST registration certificate along with Tender.
- 6.8.9** The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of Security Audit within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 6.8.10 In case of imported equipment:-**
Deleted
- 6.8.11 Evaluation Criteria:-**
Deleted
- 6.8.12** 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 Tax Authority. On reverse charge by RailTel, wherever applicable

7. Statutory Deduction

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

8. Issue of Purchase Order / Award of Contract

The purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically and commercially acceptable and are lowest. The issue of purchase order shall constitute the award of contract on the bidder. The bidder shall within 30 days of issue of Purchase Order / Letter of Acceptance, give his acceptance along with Performance Guarantee as per Clause 4.

9. Purchaser's right to vary quantities

Deleted

10. Purchaser's right to accept any bid and to reject any or all bids

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

11. Earnest Money Deposit (EMD)

Earnest Money as per Tender Notice shall be submitted in the form of Demand Draft from any Nationalized / Scheduled Bank in India in favour of "RailTel Corporation of India Ltd. payable at New Delhi." EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer before validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase Order and furnish performance security in accordance with Clauses 4 and 7.

11.1 Tenders not accompanied by Earnest Money shall be summarily rejected. However Govt. of India guidelines for submission of EMD cost for the NSIC and MSME (as applicable) registered firms shall be applicable

11.2 Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.

11.3 The successful bidder's bid security will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the Performance Guarantee in accordance with Clause 4.

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

12. Tenderer shall submit a '**No deviation**' certificate as per Form no. 3.

13. Force Majeure

Force majeure shall mean –

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

14. Settlement of Disputes

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

15. Governing Laws

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

16. Termination for Default

- A. The purchaser may without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this contract in whole or in part.
 - a) If the contractor fails to complete the Security Audit within the time period(s) specified in the contract.
 - b) If the contractor fails to perform any other obligation(s) under the contract; and
 - c) If the contractor, in either of the above circumstances(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.
- B. In the event the purchaser terminates the contract in whole or in part, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the contractor shall be liable to the Purchaser for any excess cost for such similar goods. However, the contractor shall continue performance of the contract to the extent not terminated.

17. Termination for Insolvency

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

18. Submission of Tender Bid (Single Packet System)

- 18.1 The tender bid shall be submitted at the following address in a sealed cover super-scribing it with 'the name of Tender' and 'due date of opening' and shall be addressed to:

JGM/CNOC, RailTel corporation of India Limited, 6th Floor, Block-III, Delhi IT park Shastri Park, Delhi-110053.

- 18.2 **Earnest Money Deposit (EMD)** as per tender notice in the form of Account Payee Bank Draft in favour of RailTel Corporation of India Limited, payable at Delhi, should be enclosed with the tender bid. The envelope containing the bid should be sealed by the personal seal of the bidder. Each and every page of the bid should be numbered and signed by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed with the bid.

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

- 18.3 Bid should be delivered to the above address so as to reach **up to 15.00** hours of **dt 15.4.2022** The bids shall be opened **at 15.30** hours on the same day in the above office in the presence of those representatives of the bidders who choose to be present. Bids received after due date and time shall be summarily rejected and shall not be opened. If the above said date happens to be a holiday the same shall be done on the next working day.12.30 hours
19. All Clauses of Commercial Conditions of Contract shall be applicable for this tender.
20. On the completion of Security Audit, authorized representative of RAILTEL shall issue a Provisional Acceptance Certificate for successful completion of Security Audit to his satisfaction jointly with the tenderer.
21. The period of warranty shall start from the date of issue of Provisional Acceptance Certificate as above, for a period of one year. After completion of **warranty period**, a Final Acceptance Certificate shall be issued by the authorized representative of RAILTEL. The final acceptance shall take effect from the date of expiry of warranty period.
22. **Wages to labour**
- The Agency shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 and latest amendment, if any.
23. **Provisions of Payments of Wages Act**
- The Agency shall comply with the provisions of the Payment of Wages Act, 1936 and latest amendment, if any.

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Chapter V

FORMS OF TENDER



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Form No. 1

AGREEMENT

(On Stamp Paper of Rs 100.0)

(CA No.)

This AGREEMENT is made at New Delhi on this ___ day of _____ two thousand and by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered office at RailTel Corporation of India Limited, CNOC, 6th Floor, Block III, Delhi IT Park, Shastri Park, Delhi – 110053, acting in the premises through JGM/CNOC (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at ----- acting in the premises through..... (hereafter referred to as "Contractor", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the Security Audit of "....." for RailTel Corporation of India Limited as per tender papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the Security Audit of "....." for RailTel Corporation of India Limited 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 at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all Security Audits 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 (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

N WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Date
Place

Signature of the contractor

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd.

The contract 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 by Shri. _____ for and on behalf of _____

The contract within named in the presence of :

1. Signatures

Date

Name in Block Capitals

Address:

2. Signature

Date

Name in Block Capitals

Address:

Annexure “A” : Tender Paper no. With corrigendum

Annexure “B” : Firm’s offer,

Annexure “C” : Letter of acceptance No. with all enclosures.

Annexure “D” : copy of contract performance guarantee



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CONTRACT PERFORMANCE 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, CNOC, 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110 053 (Herein after called the RailTel) having agreed to exempt.....
(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Corporation of India Limited and..... for (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. (Rs. only).
We,..... (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

We,(name of 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 as 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.....only.

We,(name of 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 thereunder and the Contractor(s) / Supplier(s) shall have no claim against us for making such payment.

We,(name of 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 We shall be discharged from all liability under this Guarantee thereafter.

We,.....(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 or 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).

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

Dated theday of 2022

for (indicate the name of the Bank)

Witness

Signature

Name

Signature

Name

NOTE: The Guarantee shall be valid for a period of four months beyond six month of warranty period towards satisfactory performance of contract.



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RAILTEL

STATEMENT OF DEVIATIONS

(PROFORMA FOR STATEMENT OF DEVIATIONS)

1. The following are the particulars of deviations, Commercial Terms & Conditions(Chapter-III) & Technical specifications (Chapter-V):

Commercial Terms & Conditions(Chapter-III)

| Clause | Deviation | Remarks (Including Justification) |
|--------|-----------|-----------------------------------|
|--------|-----------|-----------------------------------|

Technical Specifications of Contract (Chapter V)

| Clause | Deviation | Remarks (Including Justification) |
|--------|-----------|-----------------------------------|
|--------|-----------|-----------------------------------|

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "no deviations".

SIGNATURE AND SEAL OF THE MANUFACTURER / TENDERER

-END-



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