



RAILTEL CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)
(CIN: U64202DL2000GOI107905)

TENDER DOCUMENT
(Single Tender)

For

**“Supply of Tejas make equipment’s/cards/modules & other accessories for the
OFC based communication system of RailTel Northern Region”**

E-निविदा न. RailTel/Tender/ST/NR/Tejas/2021-22/01 Dated-16-04-2021

E-TENDER NO. RailTel/Tender/ST/NR/Tejas/2021-22/01 Dated-16-04-2021

रेलटेल
RAILTEL

SINGLE TENDER NOTICE

**Tejas Networks Ltd.
Building No.9B,
8th Floor, Block-B,
Phase-3,
DLF Cyber City,
Gurugram – 122 002**

Sub:- Supply of Tejas make equipment's/cards/modules & other accessories for the OFC based communication system of RailTel Northern Region

Ref:- E-Tender Notice No RailTel/Tender/ST/NR/Tejas/2021-22 /01 Dated-16.04.2021

RailTel Corporation of India Ltd. (RailTel) invites e-Tenders (Single Packet) for “ **Supply of Tejas make equipment's/cards/modules & other accessories for the OFC based communication system of RailTel Northern Region**”

a)	Opening date of Tender downloading	11-05-2021
b)	Last Date for submission of bid	24-05-2021 upto 15:00 hrs.
c)	Opening of e-bid	24-05-2021 at 15:30 hrs.
d)	Validity of Offer	45 Days from the date of opening to tender
e)	Delivery Period	Within 45 days from the date of issue of LOA/PO
f)	Estimated cost with warranty of 3 years	Rs. 55.87 Lakhs (Incl. GST)
g)	Earnest Money (EMD) #	Rs. 1,11,800/-
h)	Cost of Tender Document	Rs. 1770/- (Incl. GST)

Firms registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD and Cost of Tender Document provided they are registered for tendered items/work and valid and in current. Copy of certificate to be submitted along with tender bid.

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://railtel.enivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. 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. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome

GGM(O&M)/Northern Region

INDEX

Chapter	Contents	Page No.
Chapter 1	Offer letter	5
Chapter 2	Schedule of Requirement	6-7
	Annexure-A: Price Schedule with tax breakup	7
Chapter 3	A. Technical Requirements & Specifications for SDH/DWDM System & accessories	8-10
	B. Network Requirements and Equipment Cards/Modules Specification	11
	C. Network Management System	12
	D. EMI, Environment and Power Supply	13-14
	E. Inspection, Installation, Testing & Commissioning	15-16
	F. Training, Vendor Data Requirement, Documentation and Design Guidelines	17
Chapter 4	A. Commercial Terms and Conditions	18-31
	B. Instructions to Bidders	32-34
	C. E-tendering Instructions to Bidders	35-38
Chapter 5	Bid Data Sheet (BDS)	39-40
Chapter 6	Form No. 1: Proforma for Performance Bank Guarantee	41-42
	Form No. 2: Proforma for System Performance Guarantee	43
	Form No. 4: Checklist of Essential Documentation/Activity	45-46
Annexure-I	Circular relating to bidders from countries sharing a land border with India	47-48

CHAPTER-1**OFFER LETTER**

RailTel Corporation of India Ltd.,
Regional Office: 6th floor, Block-III,
Delhi IT Park, Shastri Park,
Delhi-110053

Ref: RailTel/Tender/ST/NR/Tejas/2021-22/01 Dated-16-04-2021

1. 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 offer open for acceptance for a period of 45 days from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various Cards/Modules at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the supplies within 45 days from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of **Rs. 1,11,800/- (Rs. One Lacs Eleven Thousand & Eight Hundred) through E-nivida portal** herewith submitted 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 issue of Purchase Order/LOA.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

(End of Chapter- 1)

CHAPTER- 2
SCHEDULE OF REQUIREMENT

SOR Item No.	Item Description	Unit	Quantity	Unit Rate Rs. (excl. taxes)	Tax Rate (in%)	Unit Rate (incl. taxes)	Amount inclusive of taxes
1	Enhanced Installation Kit for TJ3500-11 slot Chassis	Nos.	1				
2	Line Card Filler for TJ3500-11	Nos.	4				
3	PRU-2DCM-19: 19" rack to hold 2 DCM modules or 2 DCF modules	Nos.	1				
4	XFP 10G Client	Nos.	12				
5	XFP DWDM Tunable	Nos.	22				
6	STM-4 SFP Tejas	Nos.	2				
7	Power Filter Unit, TJ3500-11 slot Chassis	Nos.	2				
8	Basic Installation kit for TJ3500-11 slot Chassis	Nos.	1				
9	Fan Tray Unit card, TJ3500-11 slot Chassis	Nos.	1				
10	OSCF-D51: Optical supervisory channel filter - dual add and drop module	Nos.	1				
11	OAM card, TJ3500-11 slot Chassis	Nos.	1				
12	DCM-C-652-40: Dispersion Compensation Module- 40km for G.652 fiber	Nos.	2				
13	Patch cord, LCPC-E2000APC 10 mtrs	Nos.	4				
14	OSMC Adaptor Card for TJ3500-11 slot	Nos.	2				
15	HCPADP01: Optical Adaptor Card - To support two half slot width cards (ILU & OPM units)	Nos.	1				
16	OSMC : Shelf Management Controller, 2 Channel OSC & 2 User Ethernet ports, 4 Passive Inventory ports	Nos.	2				

	& Stratum 3 timing source						
17	TJ3500-11 slot chassis and backplane	Nos.	1				
18	MDU40E-D: Mux-Demux 40 Channels-Even	Nos.	2				
19	OPM-C-2: Optical Power Monitoring two port card	Nos.	2				
20	HCPSLine03	Nos.	8				
21	Att kit 1m, OA2	Nos.	1				
22	OSC 155M SFP 44dB, 1510nm: OSC SFP	Nos.	2				
23	OFA-C-D20-VG: Variable gain amplifier, two modules with 20dBm output power in C-band	Nos.	2				
24	1x STP-16 Aggregate card for TJ1500	Nos.	1				
25	TJ 1500 -8xSTM-1 / 2x STM-4 SFP based card	Nos.	1				
26	OC3/STM 1 L1.2 SFP	Nos.	1				
27	TJ1400-8 STM1-2STM4 port-1 STM-16 Card	Nos.	2				
28	SFP-L4.2-OC12/STM4	Nos.	2				
Total Amount in Figures Rs.							
Total Amount in Words Rs.							

Signature & seal of Contractor

रेलटेल
RAILTEL

NOTE:	
I	<p>a) Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with break-up as per Performa attached as Annexure- A). The materials as per SOR are required to be delivered within the delivery period as indicated in Bid Data Sheet (BDS, Chapter 5).</p> <p>If there is any discrepancy in the Total amount and the Unit Rate, the value shown in the Unit Rate shall be considered final for the evaluation.</p> <p>b) It shall be the responsibility of Tenderer to transport the Cards/Modules to RailTel Depot in Region mentioned in this tender document.</p> <p>c) Material will be Installed & Commissioned by RailTel itself under Supervision of Bidder/OEM.</p>
II	Tenderer to give the detailed break up of common units/parts/sub-modules etc. for building up the SOR items.
III	The Offered Model/Product should have not less than 8 Years End of Life and Service Support.
IV	Tenderers should submit the detailed configuration / technical details of each type of modules/sub modules/cards/Licenses etc. Bill of Material supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM.
V	Any license fee required to be paid for hardware & software during the life cycle of the Cards/Modules shall be included in the rate quoted by the tenderer. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.
VI	It is mandatory for Tenderer to quote for all items of the schedule. Any bid not having quote for all the items of the schedule may not be considered.

रेलटेल
RAILTEL

Price Schedule with Tax breakup

SN	Description	HSN Code	Total Qty	EX-Factory Price (Basic Unit Price exclusive of all levies and charges) (in Rs.)	Pkg & Forwarding Charges		Freight & Insurance Charges		Other Charges and Levies (to be specified by bidder)	CGST, IGST, SGST & GST		Price Per Unit (all inclusive) for delivery at destination (5+7+9+10+12)
					%	Amt (in Rs.)	%	Amt (in Rs.)		%	Amt (in Rs.)	
1	2	3	4	5	6	7	8	9	10	11	12	13

(End of Chapter- 2)

रेलटेल
RAILTEL

CHAPTER-3A**TECHNICAL REQUIREMENTS & SPECIFICATIONS FOR SDH/DWDM SYSTEM SYSTEM****1.1 INTRODUCTION**

RailTel is maintain several SDH/DWDM based OFC telecom network systems. The desired equipment's & accessories should serve the the growing and existing Tejas networks for SDH/DWDM network system, while maintaining compatibility and enhanced flexibility to transport and route all existing traffic etc.

The technical specification given in this part describes functional as well as performance requirements of the required SDH/DWDM network.

1.2 OVERVIEW OF THE SCOPE OF WORK

The scope of work would be Supply of Cards/ Modules as per SOR for existing Tejas networks for SDH/DWDM network system, and should be compatible with the existing network of RailTel. The scope of work shall include, but not be limited to the following:

Supply of all related goods and providing all related services including custom clearance if required, transportation to RailTel depots and support for integration, if required by RailTel.

1.2.1 Design of Network

Not Used.

1.2.2 QUALITY ASSURANCE PROGRAMME AND IMPLEMENTATION METHODOLOGY

Not Used.

1.2.3 MANUFACTURING, SUPPLY AND STORAGE OF EQUIPMENT

The tenderer will be fully responsible for Supply of cards / interfaces including the following:

- a) Support for integration with existing TEJAS SDH/DWDM Transmission Network as required.
- b) The tenderer shall be responsible for delivery of the material to RailTel's Stores/Sites as advised.

1.2.4 SITE PREPARATION**1.2.4.1 RailTel's Responsibility**

Not Used.

1.2.4.2 Tenderer's Responsibility

The tenderer will be responsible for supply of complete material for this tender including the support for integration with the existing network, wherever required. It shall be the responsibility of Supplier to transport the Cards/Modules to site(s) of respective regions as mentioned in this tender document.

1.2.5 OUTSIDE PLANT ACCEPTANCE

Not Used.

1.2.6 INSTALLATION, INTEGRATION, TESTING AND COMMISSIONING OF NETWORK

The Tenderer shall be fully responsible for Quality Assurance of Cards/Modules and support for the following:-

- a) Installation and integration of the above said Cards/Modules/ items as per requirement.
- b) Integration with existing network.
- c) Testing & Commissioning of the Network.

1.2.7 TRAINING OF PURCHASER'S PERSONNEL

Not Used.

1.2.8 FINAL COMMISSIONING

Not Used.

1.3 GENERAL SYSTEM GUIDELINES

Not Used.

1.4 TECHNICAL RESPONSE

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

1.4.1 FEATURES AND CAPABILITIES OF CARDS/MODULES

The succeeding specifications contain the necessary requirements of RailTel with regard to the features and capabilities of the Cards/Modules to be offered by the Tenderers. These will be carefully studied and commented upon by the Tenderer. These should not be treated as maximum specifications.

1.4.2 COMPLIANCE TO TECHNICAL REQUIREMENTS

1.4.2.1 CLAUSE BY CLAUSE COMPLIANCE

In the offer, the Tenderer shall include statement of clause by clause compliance of the tender document and sufficient documentation such that RailTel can validate the compliance statements.

1.4.2.2 NIL OR UNCLEAR RESPONSE STATEMENTS

In case of nil or unclear statements of compliance for any specified requirement, RailTel will interpret that particular requirement as being "NON COMPLIANT."

1.4.2.3 VARIANCE FROM SPECIFIED REQUIREMENTS

In case of variance of the offered Cards/Modules from the specified Technical requirements, the decision of RailTel on whether the Cards/Modules offered is responsive to the bid requirements shall be final and binding upon the Tenderer.

1.4.2.4 DETAILED TECHNICAL INFORMATION

The Tenderer shall include in his proposal the detailed Technical information, drawings and functional descriptions of the offered Cards/Modules to support the Compliance to RailTel's Technical requirements.

(End of Chapter- 3A)



CHAPTER-3B**NETWORK REQUIREMENTS AND CARDS/MODULES SPECIFICATION****2.1 PROPOSED SDH/DWDM SYSTEM CARDS/MODULES**

The proposed cards/modules/parts are required for existing SDH/DWDM TEJAS network in the SDH/DWDM Network of RailTel.

2.2 PRESENT OPTICAL FIBRE NETWORK

Not Used.

2.2.1 EQUIPMENTS INSTALLED AT LOCATIONS UNDER CONSIDERATION

The proposed equipments/cards/modules etc at different locations shall integrate with the existing system for traffic transmission.

2.3 Not Used.

(End of Chapter- 3B)



CHAPTER-3C

NETWORK MANAGEMENT SYSTEM

- 3.1** The equipments/cards/modules under the scope of this tender shall be managed by the Network Management System (NMS) already deployed in the RailTel's Network.

(End of Chapter- 3C)



CHAPTER-3D**EMI, ENVIRONMENT AND POWER SUPPLY****4.1 ELECTROMAGNETIC INTERFERENCE**

Any Telecommunication circuits in the vicinity of AC Traction running parallel to 25 KV AC lines are liable to be affected by AC induced voltage. Therefore, precautions should be taken to eliminate the possibility of induced voltage affecting equipment and human. A large number of sections where SDH/DWDM SYSTEM is to be deployed are already electrified with 25 KV AC traction.

Special protective measures (viz. provision of G.D tubes, fuses and earthing etc) are required to be taken for telecommunication lines entering 25 KV substations /switching posts.

Instructions for protection of RailTel/Railway staff/working personnel on signaling and telecommunications installations on 25 KV AC traction shall be strictly adhered to. Precautions are required to be taken on account of following:

- i) Proximity of live conductor.
- ii) Pressure of return current in Rails.
- iii) Induction in all metallic bodies situated close to over head equipment.

The tenderer will also comply to the EMI classification and specification ETS 300 386-1 and 386-2.

4.2 ENVIRONMENTAL CONDITIONS

All equipment, test instruments, special tools and fixtures etc. shall be able to work at the specified parameters under environmental conditions specified for QM – 333 Categories B 2 and should be capable of maintaining the guaranteed performance with operational lifetime of 15 years minimum when operating continuously and particularly under the following environmental conditions:

1.	Temperature	OPERATE : For all supplies 0 ⁰ to + 45 ⁰ C guaranteed and upto +50 ⁰ C degraded. STORAGE: -10 ⁰ C to +70 ⁰ C.
2.	Humidity	At any relative humidity upto 95% within the temperature range of 0 ⁰ C to 40 ⁰ C.
3.	Altitude	At any altitude upto 2000 m above sea level.
4.	Sand and Dust	With a build up of dust on operational surface to a level such as may occur because of imperfections in the sealing of equipment, housing and conditions prevailing in subtropical desert conditions.
5.	Tropicalisation	Shall be fully tropicalised with all cards coated with lacquer or suitable protective coating .
6.	Shock and vibration	Shall withstand transportation and handling by air, sea and road under packed conditions.
7.	Salt, fog and mould	Shall withstand continuous usages in marine growth environment.
8.	Electromagnetic	Shall meet the requirements as per IEC Compatibility 801.

4.3 POWER SUPPLY ARRANGEMENT

Not Used.

4.4 PROTECTION AGAINST TRANSIENTS, SURGES AND LIGHTNING:

- 4.4.1** All the Cards/Modules shall be protected from induced current, voltage as per CCITT Regulations against 25 KV AC Catenary carrying 1000 Ampere Current. Protection should be provided against all surge/transient voltages.

4.5 EARTHING

- 4.5.1** The earthing arrangement shall be provided by RailTel for earthing of optical and digital equipment at the equipment room on a bus bar with value less than one ohm (approx.).

(End of Chapter- 3D)



CHAPTER-3E**INSPECTION, INSTALLATION, TESTING & COMMISSIONING****5.1 TESTS AND MEASUREMENTS**

All Equipments/Cards/Modules shall be tested by tenderer/consignee as per technical specification and requirement specified in this tender document at New Delhi and test report shall be submitted.

5.2 TEST CATEGORIES

5.2.1 The Quality Test Reports shall be submitted.

5.2.2 These tests shall be carried out on all Equipment's/Cards/Modules supplied by tenderer including those supplied by sub-vendors, if any. Tenderer shall arrange all necessary test instruments, manpower, test-gear, accessories etc.

5.2.3 All technical personnel assigned by Tenderer shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere or be interfered by other concurrent testing, construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by Purchaser/Engineer.

5.2.4 Test Plan: The Contractor shall submit to Purchaser 'Test Plans' well in advance of commencement of actual testing for the above mentioned tests.

The plans shall include:

- i) Cards/Modules functional and performance description (in short) and Tests to be conducted and purpose of test.
- ii) Test procedures (including time schedule for the tests) and identification of test inputs details and desired/expected test results.

5.2.5 Test Report: The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by Tenderer. The Test Reports shall be given for each Equipment's/Cards/Modules/item. The report shall contain the following information to a minimum:

- i) Test results.
- ii) Comparison of test results and anticipated/expected (as per specifications) test result as given in test plans and reasons for deviations, if any.
- iii) The data furnished shall prove convincingly that:
 - a. The system meets the Guaranteed Performance objectives
 - b. Mechanical and Electrical limits were not exceeded.
 - c. Failure profile of the Cards/Modules during the tests are well within the specified limits.

5.2.6 Failure of Cards/Components:

If the malfunction and/or failures of a unit/module/sub-system/Cards/Modules repeat during the test, the test shall be terminated and tenderer shall replace the necessary component or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start. Repair/modification done at any point of time at one site shall be carried out by Tenderer at all the sites. Detailed documentation for the same shall be submitted to Purchaser for future reference.

5.2.7 Re-adjustments

Not Used.

5.3 QUALITY ASSURANCE AND INSPECTION

5.3.1 QA Reports of the material being supplied shall be submitted.

5.3.2 Certificate of Quality (CoQ) from the OEM shall be submitted.

5.4 INSTALLATION

Cards/modules shall be installed by RailTel's personnel under guidance of the tenderer, if required.

5.5 PRE-COMMISSIONING

Not Used.

5.6 SITE ACCEPTANCE TESTING (SAT)

Not Used.

5.6.1 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

Not Used.

5.7 Spares: Not Used.**5.8 TRIAL RUN/FIELD TRIALS**

Not Used.

5.9 FINAL ACCEPTANCE

Not Used.

5.10 TYPE TEST

Not Used.

(End of Chapter- 3E)

CHAPTER-3F

**TRAINING, VENDOR DATA REQUIREMENT, DOCUMENTATION, AND
DESIGN GUIDELINES**

Not Used.

(End of Chapter- 3F)



CHAPTER-4**COMMERCIAL TERMS & CONDITIONS****1. Offer letter and Validity of offer**

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

2.0 EARNEST MONEY:

- 2.1** The tenderer shall pay online through eNivida portal a sum as given in Bid Data Sheet (BDS) Chapter 5 as Earnest Money and submit e-recipe along with the bid. EMD in no other form shall be accepted.
- 2.2** The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 8.
- 2.3** Offers without Earnest Money shall be summarily rejected.
- 2.4** Earnest Money of the unsuccessful bidder shall be returned after finalization of contract and award of contract to the successful tenderer after conclusion of Contract.
- 2.5** The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 8.
- 2.6** Earnest Money will bear no interest.
- 2.7** Firms registered with NSIC under single point registration scheme or any other body recognized by MSME are exempted from submission of EMD provided they registered for tendered items/work and registration is current and valid. Copy of certificate to be submitted along with tender bid.

Note:

Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of EMD and Cost of Tender Document. **These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work and registration is current and valid.** Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.

3.0 Evaluation Criteria :

The total all Inclusive price given in Schedule of Requirement, will be criteria for deciding the inter-se-position and consideration of offers against the Schedule of Requirements given in the Schedule.

3.1 RATES DURING NEGOTIATION:

The tenderer/s shall not increase his/their quoted rates in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s

4 Warranty

The warranty would be valid for a period as indicated in Bid Data Sheet (BDS) Chapter 5. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet Cards/Modules requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

- 4.1** 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 Cards/Modules so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 30 days, the Purchaser may proceed to do the work at the contractor's cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 4.2** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

4.3 Warranty Support

- a. Material for repair during Warranty Period shall be handed over /taken over to contractors engineer at regional NOC's or mutually agreed RailTel PoP location.
- b. During the warranty period, the contractor shall remain responsible to arrange replacement **within 30 days** and for setting right at his own cost any equipment installed by him, which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the 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.
- c. During the warranty 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.

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

4.4 Maintenance Supervision

4.5 Not Used.

4.6 Not Used.

4.7 The total period of warranty will be as per BDS in Chapter-5.

5 Long Term Maintenance Support .

5.1 The Tenderer shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 5 years against PO issued. The long term maintenance support shall be comprehensive and include all hardware and software of equipment, NMS etc. supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in the clause 1.2 of Chapter 3A of tender document & its sub clauses, will be applicable.

5.2 The Tenderer 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. AMC value (@3.5%) will be calculated on the Ex-factory prices. Taxes would be actual as per actual at the time of execution of AMC.

5.3 Separate agreement for AMC after warranty period shall be entered with Tenderer by RailTel. A fresh Bank Guarantee for a value of 3% of the value of the AMC contract's annual value valid for a period of 64 months (4 months beyond the AMC period of 5 years) from the date of issue of LOA shall be required to be submitted by Tenderer for due fulfillment of long term maintenance support obligation.

4.4 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 Form no.5. Any deviation / non acceptance will lead to rejection of the bid summarily.

5.5 Detailed standard conditions applicable for the annual maintenance contract between RailTel and the Contractor are given in Annex-II.

Note:- Buyer reserves the right to enter into AMC @ 3.5% of ordered value of equipment before 30 days of expiry of warranty period. In case bidder refuses to enter into AMC, PBG will be forfeited.

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

6 Delivery Period

The materials as per SOR are required to be delivered within period as indicated in Bid Data Sheet (BDS, Chapter 5) to the site(s) mentioned in this tender document.

Road permit will be facilitated by RailTel and shall issue necessary request letter etc. Tenderer are required to obtain the road permit. However, it has no bearing on delivery period.

Consignee Details /Delivery Location:

Material shall be delivered Northern Region Railtel Stores. The quantity for packing list shall be issued along with Purchase Order. The supplier shall ship the material to respective consignee without any additional cost to RailTel.

SN	Region	Head Office	Address
1	Northern Region	New-Delhi	RailTel Office, Microwave Tower, Thomson road, (Behind 16 number Platform, New Delhi Railway Station, New Delhi.

7. Payment Terms

7.1 95% payment of the value of the **supply items** against any PO/Sub PO would be made on receipt of material by the consignee (at site / the stores, to be decided by RailTel) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- Tax Invoice in original.
- Delivery Challan
- Packing list.
- QA/COQ
- Purchaser's Inspection certificate in original.
- Consignee receipt for receipt of material in good condition.
- Warranty certificate of OEM
- Insurance certificate
- Certificates duly signed by the firm certifying that Cards/Modules/materials being delivered are new and conform to technical specification.
- Undertaking for Fall Clause.

7.2 Not Used.

7.3 5% balance payment to be released after completion of Warranty Period.

- 7.4** Accounting/Bill passing unit for SOR for supplies is RailTel Northern Region Office. All Bills shall be submitted to the GGM/O&M/ NR/RCIL for certifying and verification and onwards submission to Finance Department of RailTel Northern Region office for releasing the payment.
- 7.5** Deleted
- 7.6** The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.
- 7.7** **Payment of Services Items**
- 7.7.1** Not Used.
- 7.7.2** Not Used.
- 7.7.3** Not Used.
- 7.7.4** Not Used..
- 8. Performance Bank Guarantee (Security Deposit)**
- 8.1** The tenderer is required to submit a Performance Bank Guarantee (PBG) from a scheduled bank within 30 days of the issue of LOA/Purchase order @ **03%** of the value of the LOA/PO for the satisfactory performance of materials covered in SOR given in Chapter 2 valid for a period of 4 months beyond warranty period, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/Purchase Order. The earnest money shall be released on submission of PBG. The Performa for PBG is given in Chapter 6 Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- 8.2** 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 own 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.
- 8.3** The Security Deposit / Performance Bank guarantee will bear no interest.
- 8.4** Wherever the contracts are rescinded, the security deposit/PBG should be forfeited and the SD/Performance Bank Guarantee shall be en-cashed by RailTel.
- 8.5** The balance work shall be got done independently without risk and cost to the original contractor.
- 8.6** This PBG would be released after satisfactory completion of contract including warranty period.
- 8.7** Any performance security upto a value of Rs. 5 Lakhs is to be submitted through Demand Draft or Banker's Cheque only.
- 9. Taxes & Duties**

The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties. The offer should be inclusive of packing, forwarding, freight upto destination, insurance charges.

9.1 Not Used.

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

9.3 The imposition of any new and/or increase in the aforesaid taxes, duties levies 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.

9.4 After imposition of GST, bidder shall issue Tax invoice to RailTel for availing proper credit of CGST / SGST / IGST. GST will not be reimbursed in the absence of Tax Invoice.

9.5 In the event of decrease / relaxation and / or waiver of any of the existing / prevailing taxes), duties, levies, cess by Central / State Govt. Or any other statutory body(ies), after the last stipulated date for the receipt of tender including extension (if any), and the bidder thereupon has been paid or has raised claims of such taxes, duties, levies, cess; such sums shall be recovered / deducted (from claims raised but which has not been paid) effective from the date as reckoned in the relevant statutory order / law / ordinance etc. The bidder, shall, within a period of 30 days of any such waiver/relaxation/decrease in taxes), duties, levies, cess, give a written notice thereof to Railtel stating the statutory change with documentary proof thereto. Provided always that RailTel shall have full powers to effect recovery/deduction on account of any such statutory change even if bidder has not intimated in the event when any such statutory action comes to his notice.

10. Insurance

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

supplier until the delivery at RailTel's site. Insurance policy has to be kept valid by the contractor till the delivery date.

10.2 The Contractor should insure the stores brought to site, against risks as required under the Emergency Risk (Goods) Insurance Act in force from time to time up to contract value.

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

11. Liquidated Damages

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

12. Transportation

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

12.1. Statutory Deduction

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

12.2 Qualification Criteria

Not Used.

12.3 Technical Capability

Not Used.

12.4 Financial Criteria

Not Used.

12.5 Indian Subsidiary or the authorized partner of OEM is allowed to participate with specific authorization for doing so from the OEM. The specific authorization from OEM, addressed to RailTel should be submitted by the tenderer.

13. Foreign Exchange & Custom Clearance

13.1 Not Used.

13.1.1 Not Used.

13.1.2 Not Used.

13.2 Payment shall be made in INR only.

14. Consortium & Joint Venture Bids - Deleted**15. System Performance Guarantee**

15.1. The tenderer shall give unqualified and unconditional guarantee that when the Cards/Modules / material supplied by him is installed and commissioned at site, it shall achieve the desired objective and that in the event of performance of the system when installed not complying with the end objective or with the specifications, he shall provide further inputs to enable the RailTel to realize the end objectives with full compliance of the specifications contained in these documents. No additional payment will be made to the contractor for supply of any additional goods and service required in this regard.

15.2. This certificate in the Performa given in Chapter 6 Form No. 2, shall accompany the final offer. Absence of this certificate which will form part of the agreement shall disqualify the tenderer automatically.

16. Evaluation of Offer

16.1. For the purpose of relative ranking of offers, all-inclusive value for entire supply shall be taken into account.

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

16.3. The tenderer should make available the offered products, if desired during technical evaluation of offered Cards/Modules for testing and benchmarking at any testing facility approved by RailTel.

16.4. The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. Optional items will not be considered for evaluation of offers. The Cards/Modules should be supplied as per Technical Specifications given in Chapter-3.

17. Security Considerations & Security Agreement

17.1 While evaluating the tender, regards would be paid to National Defense and Security considerations.

17.2 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 template agreement between Telecom Service Provider and the vendor of

equipment, product and services (available on DoT website). **The tenderer must submit a declaration along with their bid.**

17.3 The Network for customers

The SDH/DWDM SYSTEM network is being provided primarily to meet the requirement of Railways, NIC, defence and other strategic sectors of Government. Accordingly, the SDH/DWDM SYSTEM network shall take into consideration the National Security requirement and National Security aspects indicated by these key customers.

18. Purchaser's Right to Vary Quantities

18.1 The purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order as indicated in Bid Data Sheet (BDS) Chapter 5 without assigning any reasons. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

18.2 Not Used.

19. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid

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

20. Execution of LOA/Purchase Order

20.1 The quantities of items indicated in the schedule of Requirements, are indicative. Purchaser will issue an LOA/Purchase Order to the successful bidder for the quantities indicated in Schedule of Requirements. The supplier will have to honour all the SPOs/POs issued and complete the supplies within the contracted delivery period.

20.2 The issue of LOA/Purchase Order in favour of the successful bidder shall constitute the intention of the purchaser to enter into contract with the bidder.

20.3 The successful bidder has to submit the signed copy of the LOA/Purchase order within 15 days from the date of issue duly signed on each page including Annexures as a token of acceptance & will submit the Performance Bank Guarantee as per Clause no. 8 for due fulfillment of the LOA/PO.

20.4 If the successful bidder fails to submit the accepted copy of LOA/PO and required PBG within 30 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

20.5 In the event of any tenderer whose tender is accepted and refuses to execute the LOA/PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order and thereupon his tender and acceptance

thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

21. Annulment of Award

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

22. Earnest Money Deposit (EMD)/Bid Security: As per clause 2 of this chapter

23. Preference to Domestic Manufacturers for Telecom Equipment

Not Used.

23.1 Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall apply to this tender. Certificate as per Annexure-I shall be submitted by all the tenderers.

24. Offer/ Bid Prices

24.1. The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees.

24.2. The break-up of price of each item of SOR in terms of basic Unit price, GST, Freight, Custom Duty, Forwarding, Packing, Insurance and any other Levies/charges already paid or payable by the tenderer shall be quoted in the SOR Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.

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

24.4 Fall Clause:- The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including Central/State/ Government Organization or Public Sector Undertaking, during the validity of LOA/ Purchase Order, 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.

25. Clause wise Compliance

25.1. Clause wise compliance statement of all the terms & conditions of tender document, including addenda/corrigenda, if any shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

26. Inspection

- 26.1. Inspection shall be carried out by RailTel's authorized representative. 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.
- 26.2. Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 26.3. 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.

27. Force Majeure

- 27.1. If during the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENTS), provided notice of happenings of any such EVENT is given by the affected party to the other, within twenty one (21) days from date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 27.2. In the event of a Force Majeure, the affected party will be excused from performance during the existence of the Force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Agreement. Neither party shall be liable for any breach, claims, damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

28. Settlement of Disputes and Arbitration

- If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavour to resolve the matter; however if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party then the matter shall be submitted by either party to Arbitration.
- 28.1. Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

- 28.2 The arbitration shall be conducted by a sole arbitrator appointed by CMD/RailTel.
- 28.3 The arbitration proceedings shall be conducted in the English language.
- 28.4 The decision of the arbitrator thereon shall be final, conclusive and binding on both the parties to the Agreement.
- 28.5 Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

29. Governing Laws

The LOA/Purchase Order 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.

30. Termination for Default

- 30.1. 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.

31. Risk & Cost

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

31.1 Limitation of Liability

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

32. Termination for Insolvency

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

33. Rates during Negotiation

The tenderer/s shall not increase his/their quoted rates including payment terms in case the RailTel Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

34. Pre-Bid Clarification Requests

Not Used.

35. Submission of offers:

This e-tender should be duly submitted online using e-Procurement Portal: <https://railtel.enivida.com>.

- a. The offer shall be submitted in single packet system in eNivida portal as per instructions given in chapter-4A & 4B on or before specified date & time as mentioned in BDS, Chapter-5.
- b. Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- c. Any document submitted/uploaded in eNivida portal must be duly signed/digitally signed & stamped by the tenderer in each page.
- 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.
- e. Tenderers are requested to go through all the conditions of the tender document 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).
- f. ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

36. Constitution of Firm and power of Attorney

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

- (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
- (b) As a partner or partners of the firm.
- (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 36.2. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 36.3. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 36.4. In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 36.5. The duly notarized Power of Attorney shall be submitted in original or duly signed.

37. Opening of Tender

Tenderer's Bid will be opened on specified date & time as mentioned in BDS Chapter 5 of the tender in presence of such Tenderers/Representatives who choose to be present.

38. Non-Transferability & Non-Refundability

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

39. Errors, Omissions & Discrepancies

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

(End of Chapter- 4)

CHAPTER-4A**INSTRUCTIONS TO THE BIDDERS****General**

These are the Special Instructions to the Bidders for Tendering.

The RailTel Tenders are published on www.railtelindia.com and on e-Procurement Portal <https://railtel.enivida.com>.

For E-Tendering bids /information by bidders is to be submitted “Online” on e-Procurement Portal <https://railtel.enivida.com>. Any document / information pertaining to this tender will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer.

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com>, and this should be done well before the deadline for bid-submission.

1.0 Submission of the bid:

The bidder is required to submit the bid in a single packet system in eNivida portal before due date & time of submission of bids specified in this tender document.

2.0 Following documents shall be submitted in the bid as given below:

- 1) Offer Letter complete.
- 2) Schedule of Requirements shall contain the price of each item quoted exactly according to the proforma of schedule of requirements and price breakup in Annexure-A.
- 3) Duly stamped and signed /digitally signed Tender Document/ Corrigenda/Addenda.
- 4) E-receipt of EMD.
- 5) Constitution of Firm and Power of Attorney, Partnership Deed, Memorandum of Joint Venture/Consortium, whatever is applicable as per clause 36 of chapter-4.
- 6) In case bidder happens to be an eligible MSE, the documentary evidence for same & form no. 5 shall be submitted (clause 2.7, Chapter-4).
- 7) Deleted.
- 8) Technical proposal, Design document along with the Solution of tenderer in conformity with system requirement of the tenderer, if any.

- 9) **System Performance Guarantee** (form no. 2, chapter-6).
- 10) Declaration regarding acceptance of clarification issued from DoT (Clause 17, Chapter 4 of Tender Document).
- 11) Clause wise compliance to tender conditions.
- 12) Form No 4 (Checklist) of Chapter-6.
- 13) Certificate as per Annexure-I, Clause-23.1, Chapter-4.
- 14) Any other document asked in the tender but not listed above.
- 15) Any Other information desired to be submitted by the tenderer.

Note: Non submission of the above-mentioned documents may lead to rejection of the bid

3.0 Fax Quotations & Late Tenders:

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

4.0 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.

5.0 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 RailTel Website & eNivida portal. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

6.0 Bid submission and Opening date

1. The bid should be submitted (all documents) in eNivida portal as per date & time given in the Bid Data Sheet (BDS).
2. The tenderer's bids will be opened at the time & date of opening of the tender given in the Bid Data Sheet (BDS) in presence of such Tenderers/ Representatives who choose to be present.
3. Bids received after due date and time shall be summarily rejected and shall not be opened

7.0 Submission of offline documents:

Original copy of following documents shall be submitted by tenderer offline at RailTel Corporation of India Ltd., Regional Office: 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110 053 before due date & time of submission of bid:

- a. Power of Attorney.
- b. Form No. 2 (System Performance Guarantee).

The packet containing the original copies as per above should be sealed by the personal seal of the bidder. The envelop shall bear name of work, the tender no. and the words "DO NOT OPEN Before" (-due date and time -).

(End of Chapter- 4A)



CHAPTER-4B**E-tendering Instructions to Bidders****GENERAL:**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 4B 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://railtel.enivida.com>.

The link of e-procurement portal is also given on our official RailTel portal i.e www.railtelindia.com under TENDER TAB.

Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal:
<https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs. 2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to

6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in PDF format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tender they are interested in, bidders can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then may download the required documents / tender schedules, Bid documents etc. Once bidders pay both fee, tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-

tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/9205898228

Mail id: - eprocurement@railtelindia.com

1. Helpdesk landline No: 011-49606060
2. Mr. Amrendra (8448288980)
3. Mr. Birendra Kumar (8448288988)

RailTel's Contact Person /Designation
RailTel Contact-1 (for general Information)
Sh.Gaurav Piplani, Sr.Mgr/ Technical
Telephone/ Mobile 9729540588
E-mail ID: gauravpiplani@railtelindia.com

RailTel Contact-II (for general Information)
RailTel's Contact officer
Sh. Kumar Rahul Joshi ,JGM/ NTP
97176 44200
rahul@railtelindia.com

(End of Chapter- 4B)

रेलटेल
RAILTEL

CHAPTER- 5**BID DATA SHEET (BDS)**

The section consists of provisions that are specific to various Clauses of the tender document COMMERCIAL TERMS & CONDITIONS, CHAPTER-4

Clause	Description
Clause 1.2	Validity of offer 45 days.
Clause 4	Warranty 36 months from date of delivery.
Clause 6	Delivery Period 45 days from date of issue if LOA/PO.
Clause 8	Performance Bank Guarantee (Security Deposit) The tenderer is required to submit a Performance Bank Guarantee (PBG) within 30 days of the issue of LOA/Purchase order @ 03% of the value of the LOA/PO for the satisfactory performance of materials covered in SOR given in Chapter 2 valid for a period of 4 months beyond warranty period.
Clause 13	Foreign Exchange & Custom Clearance Payment shall be made in INR only
Clause 24	Offer/Bid Prices Offers in Indian Rupees (INR) only will be accepted
Clause 18.1	Purchaser's Right to Vary Quantities Up to a maximum extent of +/- 30% of SOR quantity.
Clause 2.0	Earnest Money Deposit (EMD)/Bid Security Rs. 1,11,800/- (Rs. One Lacs Eleven Thousand & Eight Hundred)
Clause 35 (a)	Last Date of Submission of Offer (Online) Date: 24-05-2021 Time: 15:00 hours

Clause	Description
Clause 37	Date of Opening of Tender (Online) Date: 24-05-2021 Time: 15:30 hours Venue: RailTel Corporation of India Limited (A Govt of India Enterprise) Regional Office: 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi-110 053

Note: If the details given in BDS contradict with referred clause in the detailed tender document, the details in BDS will have overriding priority over the referred clause in the tender document.

(End of Chapter- 5)

रेलटेल
RAILTEL

CHAPTER- 6

Form No. 1

**PROFORMA FOR PERFORMANCE BANK GUARANTEE
PERFORMANCE BANK GUARANTEE BOND**

(On Stamp Paper of Rs one hundred)
(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, **Regional Office: 6th floor, Block-III, Delhi IT Park, Shastri Park, Delhi--110053** (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an 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, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) 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) / Tenderer(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) / Tenderer(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged

or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. 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.

5. 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) / Tenderer(s).

We, the Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New delhi is being advised accordingly.

(indicate 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 the **day of** **,2021**

for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE

(On Stamp Paper of Rs. one hundred)

GGM(O&M)/Northern Region
RailTel Corporation of India Ltd.,
**Regional Office: 6th floor, Block-III,
Delhi IT Park, Shastri Park, Delhi-110 053**

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

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.

Form No. 3 - Deleted**Form No. 4****CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY**

The tenderer is required to submit offer as per following check list by giving page no. of submitted documents:

SN	Item/Clause of Tender Document	Details / Remarks	At Page no. of Bid(s)
	Credential/Techno-Commercial Bid		
1	EMD as per BDS		
2	Duly Stamped and Signed/digitally signed Tender Document / Corrigenda / Addenda (Clause 2.0 of Chapter-4A of Tender Document)		
3	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)		
4	Deleted		
5	Power of Attorney to Signing the Bid (Clause 36, Chapter 4 of Tender Document)		
6	Clause wise compliance statement of all the terms & conditions of tender document, including technical; addenda/ corrigenda, if any (Clause 25.1 of Chapter-4 of Tender Document)		
7	Form no. 2 (System Performance Guarantee) (Clause 15.2, Chapter 4 of Tender Document)		
8	Schedule of Requirements (with price) (Chapter-2 of Tender Document)		
9	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A of Chapter-2)		
10	If the Firm is registered with MSME/NSIC , the Valid Certificate along with Declaration and list of work participated under MSME/NSIC, vide Clause no 2.7, chapter-4.		
11	Technical proposal, Design document along with the Solution of tenderer in conformity with system requirement of the tenderer, if any.		

SN	Item/Clause of Tender Document	Details / Remarks	At Page no. of Bid(s)
	Credential/Techno-Commercial Bid		
12	Declaration regarding acceptance of clarification issued from DoT (Clause 17, Chapter 4 of Tender Document)		
13	Certificate as per Annexure-I, Clause-23.1, Chapter-4.		
14	Any other document asked in the tender but not listed above		
15	Additional Documents enclosed with offer, if any		

रेलटेल
RAILTEL

Form No. 5

PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed by the OEM)

To,
GGM(O&M),
Northern Region,
RailTel Corporation of India Limited

I/We hereby confirm and accept that against RailTel's Tender No., the requirement of Long Term Maintenance Support as per Clause 5 of Chapter-4 shall be met by us directly or through our subsidiary in India as per rates quoted in the Price Bid. I / We have gone through the requirement mentioned in the Tender document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

(Signature of Firm's Authorized officer)
Seal

Signature of witness:

1

2

(END OF CHAPTER-6)

Annexure-1

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be given by the Tenderer:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate to be given by Tenderer for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Annexure-II**Detailed standard conditions applicable for the Annual Maintenance Contract
(Clause 5.0, Chapter-4 of Tender Document)****1.0 Introduction**

This document contains the standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor. Contractor is defined as the company whose products/equipments have been deployed over the RailTel telecommunication network and the warranty of these equipments has expired or going to be expire shortly. All the equipments/ cards/ modules given in SOR will be covered under this contract. This Annual Maintenance Contract will cover up the provision of remote services to be provided by the contractor for proper working of Network created through the contractor's equipments. This document will also cover up the Repair and Return services for the rectification of defective modules/cards/parts etc which are the key tools in use for uninterrupted traffic. It also includes the Key performance parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- **Technical Support service.**
- **Repair and Return Service.**
- **Software Updates.**

2.0 Basic Definitions and terminology Used:-

RailTel: RailTel Corporation of India Limited having its registered office at 6th floor, 3rd Block, Delhi Technology Park, Shastri Park , New Delhi-110053 and Corporate Office at Plot No. 143, Institutional Area, Opposite-Gold Souk, Sector-44, Gurgaon-122003.

Contractor: Contractor means firm/company whom equipment's are deployed over the Telecommunication Network of RailTel.

TSC: Technical Support Center created by the Contractor for 2nd level support.

TEC: Telecom Excellence Center created by the contractor for 3rd level support.

WC: Welcome Center of contractor through which the RailTel may interact with contractor.

AR: Assistance Request created by WC of contractor for a specific request of RailTel which will be used for all references until its closure and also for future correspondence.

Maintained Products: Details of equipments with location wise deployment and

serial identification numbers to be incorporated in a statement jointly signed by RailTel and Contractor, which will be covered under AMC contract.

Severity Levels:

Severity Levels are defined as the condition of the system when RailTel submits an Assistance Request (AR). There are three severity levels for reported problems. Severity levels are defined as follows:

“Critical” (also known as Severity Level 1, SL1): The system is inoperative and RailTel’s inability to use the product has a critical effect on RailTel’s operations. This condition is generally characterized by complete system failure and requires immediate correction.

“Major” (also known as Severity Level 2, SL2): The system is partially inoperative but still usable by RailTel. The inoperative portion of the product severely restricts RailTel’s operations, but has a less critical effect than a severity level 1 condition.

“Minor” (also known as Severity Level 3, SL3): The system is usable by RailTel, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall RailTel operations.

RailTel shall inform the severity based on above definitions, at the time of opening of AR with Contractor’s TSC. If TSC feels to disagree on the severity, may discuss with RailTel on correction of severity. Where parties disagree on the classification of a particular reported problem, RailTel and Contractor’s technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event, the parties are unable to reach agreement on the classification, the reported problem shall be classified at the discretion of RailTel.

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 TSC through telephone. Contractor’s KPIs extend to Maintained Products running on a currently supported software version release only. 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 & Return services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor’s welcome center of a reported problem to when an contractor’s expert attempts to contact RailTel via telephone 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 services impacting cases. Travel time of field’s engineers or TSC 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.

Patch Releases/Maintenance Releases:-

"Patch Release" means a software release that contains minor modifications to address a specific problem and help restore a system. A Patch Release may also be known as "Craft Release".

"Maintenance Release" means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer's technical specification. Typically they are comprised of a collection of Patch Releases. Maintenance Release may also be known as an "Update Release" or a "Point Release".

3.0 Technical Support Service:-

During this AMC period, whenever needed, RailTel may contact the Contractor's Support center (WC) through a dedicated phone no. or e-mail address or Web for every issue or request. The Welcome Center of the Contractor (WC) will be available 24 hours a day and 365 days of the year. Welcome Centre creates the Assistance Request (AR) in the database and this AR will be used for all future correspondence /references and it will route to either for Repair or Return services or to Technical support center (TSCs) for remote assistance. These level 2 services provided through Technical support center may escalate to Technical Experts centre or to OEM dedicated technical support centers (for OEM support for hardware and /or software portion of the products).

The Welcome centre of contractor (WC) keeps track of the assistance request (AR) or part request until closure.

3.1 Contractor's responsibilities:

Contractor shall login RailTel Network in support of product related questions troubleshooting assistance, diagnostic procedures, and Patch & Maintenance Releases, as are made available, to restore and resolve network troubles. The following services will be provided:

- 3.1.1 Troubleshoot network problems via phone, virtual private network, or modem connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.
- 3.1.2 Provide technical advice and guidance via telephone or email by Contractor's product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.

- 3.1.3 Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.
- 3.1.4 For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.
- 3.1.5 The Incharge of SDH equipments shall fill up the history sheet containing the statistics about the health of SDH equipments installed at the concerned site and send a report to the NOC, where the contractors engineer is posted, on monthly basis. Based on this history sheet the supplier shall analyze the health report of each site and if something alarming or unusual is noticed, shall advise the field staff of RCIL to take necessary actions for preventive maintenance of such equipment's. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

3.1.6 Software Update:

RailTel will be extended the benefits of software updates made by OEM on the installed systems on existing release from time to time to improve performance. If required to restore or rectification of severe problems all the software up-gradation, re-installation will be done by contractor during the period of AMC.

3.2 RailTel Responsibility:-

When reporting an AR, RailTel shall include Severity Level of problem and output of any diagnostic, printed logs, already performed to help reproduce the conditions under which the trouble occurred. Identify site ID or contact number, submitter name & location, callback telephone number and/or email address, system name and location, processor location, type and serial number, and alternate contact.

- 3.2.1 RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.
- 3.2.2 RailTel will provide remote access to Contractor's TSC to access their network, either through VPN, ISDN or Team viewer.

3.2.3 RailTel will perform first level diagnostics before handing over the ticket to the Contractor. RailTel will share all network layouts, link details etc which may be needed by Contractor to help troubleshooting the issue.

3.2.4 RailTel will provide all necessary documents for repair of cards.

3.2.5 RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipment's etc. to give remote access to Contractor.

4.0 Repair and Return Services

4.1 Repair

4.1.1 Contractor's Responsibility:-

- The Contractor will take- over the defective cards/SFPs from each of the RailTel NOC and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
- After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel NOC. All the documentation including identification number (Serial number) will be provided by RailTel.
- There will be initial one time activity of all existing faulty cards being repaired by Contractor before commencement of the AMC. AMC will cover only equipments which are in working condition.
- **Delivery Period for defective:** The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at NOC. The contractor will also give probable reason for repeated failure of cards/ modules.

Uninterrupted Network: For smooth and uninterrupted traffic during the repair being carried out by the contractor.

1. RailTel will use its own spare card in the first instance.
2. If contractor fails to return the repaired card within stipulated time of 30 days from the date of receipt then the OK (good conditioned) cards/SFPs/parts etc will be provided by the contractor for the subsequent in this period free of cost till replacement with the repaired card.
3. All transportation, freight and insurance charges will be borne by the contractor.
4. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

4.1.2 RailTel's Responsibility

RailTel will hand over the defective card/SFP/Parts/etc. to the contractor's authorized representative at each of the RailTel NOC along with the following relevant information & documentation.

- Identification/serial number and location of use.
- Fault report document duly filled-in in a format as per requirements of Contractor.
- All relevant documentation including failure description, diagnostic tests results.
- Adequate packing material to protect against reasonable risk of damages.
- Provide all necessary government authorization and documentation necessary to facilitate custom clearance processing.
- Perform a physical check test on the repaired parts.

4.2 Return

If any part goes beyond repair due to Contractor at the time of repair being carried out, this is to be communicated to RailTel and after agreed upon, it will be labeled as "unworkable". If it will be required to deploy a new part on that location that will be provided by the contractor to RailTel free of cost. To achieve this, contractor is required to always keep adequate spares with it during the period of AMC. However this excludes damaged, spoiled, rusted or misused parts. Any such parts will be not-repairable and no replacements shall be provided by contractor. RailTel will have to purchase fresh spares in case the cards are non repairable due to these reasons.

5.0 Services Level Agreement Values (SLA):

As described above, if the contractor fails to provide the Technical Support Services and Repair services within the reasonable time, the following KPIs will be used.

5.1 Technical Support Services KPIs & SLA:

Severity Levels/KPIS	Critical	Major	Minor
Respond	1Hr	3Hr	5Hr
Restore	6 Hr	BE	BE

*BE-Best Effort

5.2 Repair and Return Services

If the contractor fails to return the card with 30 days, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected part/module

All Modules and accessories	More than 60 days (from the date of receipt)	Full cost of affected part/module
-----------------------------	--	-----------------------------------

6.0 Dedicated NOC Support

Deleted

7.0 General Conditions:

7.1 Period of AMC

This Annual Maintenance Contract will be valid for a period of 5 years from the date of issue of LOA for AMC. This period (i.e. 5 years) may be extended further with mutual consent of RailTel and Contractor.

RailTel at its discretion is free to change the location of the equipment's installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.

7.2 Performance Bank Guarantee:-

The contractor is required to submit a Performance Bank Guarantee (PBG) within 15 days from the date of issue of LOA for AMC @ 3% of the value of the AMC contract's annual value valid for a period of 64 months (4 months beyond the AMC period of 5 years) from the date of issue of LOA. The Proforma for PBG is given in Tender Document of tender document. If the AMC period got extended, the PBG will also be extended accordingly.

The performance Bank Guarantee will bear no interest.

Extension of time for submission of PBG beyond 30(thirty) days and up to 60 days from the date of issue of LOA/SPO may be given with the approval of contract signing authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. 31st day after the date of issue of LOA/SPO. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA/SPO, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender of the work.

(i) "A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS (Structured Financial Messaging System) and only after this the BG will become acceptable to RailTel. It is therefore in own 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 advise of BG through SFMS to the RailTel's bank."

NOTE: If performance guarantee works to be less than Rs. 5.0 lacs, same need to be submitted in the form of DD/Bankers Cheque only.

7.3 Prices and Taxes:-

- The prices for the services shall be in INR which will be the currency of account invoicing and payment.
- If in respect of the provision of services, Contractor has to pay the additional admissible taxes, the same will be get reimbursed after receiving the documentary proof by RailTel.
- Price will not include the cost of any financing (if any).

7.4 Payment Terms:-

AMC charges shall be paid on quarterly basis by the respective Executive Director of the concerned Region after successful completion of maintenance within 30 days from the date of invoicing accompanied with Invoice, Monthly trouble ticket report, Monthly repair report subject to any deductions or recovery (which the RailTel may be entitled to make under contract) through RTGS. Monthly reports will be shared with RailTel regularly. Format will mutually be decided by RailTel and Contractor.

7.5 Execution of contract

The executive Directors of respective regions or his nominated representatives will be responsible for the execution of the contract under their respective jurisdiction. Certificate regarding proper execution of the AMC along with proposed deductions/penalties with reasons thereof shall be prepared for every billing cycle (quarterly) for arranging payment to the contractor.

7.6 Not Used**7.7 Not Used****7.8 Tenderers Address**

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

7.9 Not Used**7.10 Law governing the contract.**

The contract shall be governed by the law for the time being in force in the Republic of India.

Signature & seal of Contractor

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.

7.11 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.

7.12 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

Page 58 of 63

Signature & seal of Contractor

contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

7.13 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 from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

7.13.1 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.

7.13.2 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.

7.13.3 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.

7.13.4 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.

7.13.5 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.

7.14 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.

7.15 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

As mentioned in the tender document.

7.16 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.

7.17 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.

(END OF TENDER DOCUMENT)

रेलटेल
RAILTEL