

Information to Bidder for the “Supply of Cards/Modules for Upgradation/Expansion of existing MPLS Router through GeM ”

Ref: GeM Bid No. GEM/2021/B/xx dated: dd-mm-yyyy

- The item/items in this bid should be quoted as per the technical specifications. *The details of the specifications along with consignee/site details are also available on website www.railtelindia.com*

(The technical specs which are not available on GeM portal for the required product, same will be uploaded in ATC as one time exercise. In future all the specs will be available on GeM portal.)

1. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned in **Annexure-I**.
2. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate to this effect should be submitted. The bidder should be either OEM or his authorized dealer/distributor.
3. In case of the authorized distributor/partner certificate from the OEM to this effect should be submitted. If OEM is quoting then OEM should submit the certificate. **In the tender, either the manufacturer or its authorised dealer will be considered as valid bidders. In cases where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned. And in case of violations, both infringing bids will be rejected.**
4. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
5. Bidder shall submit the detailed BOM of the equipment offered duly verified and certified by the respective OEM.
6. GSTIN RC of vendor for state should be provided from where goods will be supplied.

7. Delivery Period, Consignee Address, Inspection and Installation

7.1 Delivery Period: The supplier will have to supply the material within 60 days from the date of issue of confirmed LOA/PO. If material is not supplied within the approved delivery period then penalty of 0.5% of undelivered/uninstalled quantity per week to the maximum to the 10% of the contract value will be levied.

7.2 Consignee Address:

Sr.Manager/Stores

RailTel Office, New Delhi

Northern Region

- 7.3 Inspection: Inspection shall be carried out by authorised representative of RailTel's.**
7.4 Cards/modules shall be installed by RailTel's personnel under guidance of the tenderer, if required.

8. Earnest Money Deposit (EMD)/ Bid Security: BID SECURITY DECLARATION (Annexure-VI).

8.1 Estimated cost of tender: Estimated cost of the Tender is Rs. 2,91,72,516/- (Incl. GST).

8.2 Earnest Money Deposit (EMD)/ Bid Security:

8.2.1 All the bidders have to submit EMD declaration letter in given format in ITB (Annexure-VI).

8.2.2. Action will be taken as per EMD declaration letter 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/LOA and fails to furnish performance guarantee (security deposit) in accordance with clause no. 10.

8.2.3 Offers not accompanied with EMD declaration letter bid shall be summarily REJECTED.

9. This bid complies with "Public Procurement (preference to make in India) Policy Order, 2017 issued by DIPP and Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012" issued by Ministry of MSME."
The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

10. Security Deposit/Performance Guarantee:

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

- i. Security Deposit/Performance Bank Guarantee @ 3% of total value of Purchase Order is required to be submitted within 30 days of issue of Purchase Order with validity of 3 months beyond warranty period, 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/PO.
- ii. The security deposit/PBG shall be submitted to RCIL/RO/NR, Shastri Park, Delhi.
- iii. 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.

The security deposit/Performance Bank Guarantee shall be released after successful

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

Note: In case value of BG comes to Rs. 5 Lakhs or less, same should be submitted in the form of DD/Banker cheque only.

11. Eligibility Criteria for OEM (Router):

- The Card/Module offered by the OEM or equipment of the same series/family from the same OEM should have been satisfactorily working in Government /PSUs/Telecom Service Providers network for at least 12 months as on opening of bid, in India or Abroad. The certificates from the actual users will have to be submitted online.
- The OEM should have supplied at least 35% of the tendered quantity of the equipment offered or equipment of the same series/family during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid to Government/PSUs/Telecom Service Providers. OEM should submit self-certificate with proper contact detail of clients along with quantities supplied (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.). The same should be issued by authorized signatory.
- The OEM should have proven facilities for Engineering, manufacture, assembly, integration and testing of **Router line card** and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Repair, Service Center Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have training repair and service center facilities in India also. The certificates/Undertaking for the same will have to be submitted online.

(The bidder will have to submit the proof of establishment for the facility)

12. Eligibility Criteria:

12.1 Technical Eligibility for Bidder:

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- Three similar works# each costing not less than the amount equal to 30% of advertised value of the tender, or
- Two similar works# each costing not less than the amount equal to 40% of advertised value of the tender, or
- One similar work # each costing not less than the amount equal to 60% of advertised value of the tender.

Similar Work# Supply /Supply and installation of Router/Router Line Card.

Note: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization,

PSU or any reputed TELCO, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate

12.2 Financial Criteria for Bidder:

The tenderer must have received total contractual payments/operating turnover in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet /Certificate from Chartered Accountant duly supported by Audited Balance Sheet. (Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India).

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

12.3. Bidder should have authorization specific to this tender from respective OEM (Router) as per Annex-V.

13. Splitting of Quantity:

13.1 Deleted

13.2 In case bidder claims PMA, Government of India Guideline/Instruction regarding splitting of order to Local supplier shall be applicable. Govt. Guidelines in regard to MSME shall be followed.

14. Warranty:

14.1 The materials are to be warranted for 3 years from the date of delivery to the consignee. 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.

- 14.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the Cards/Modules so replaced or renewed or until the end of the above mentioned period. If any defect is not remedied as per clause 4.0 (Annexure-VIII), 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.
- 14.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

15. Warranty Support

- 15.1 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.
- 15.2 During the warranty period, the contractor shall remain responsible to arrange replacement as per clause 4.0 (Annexure-VIII), 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.
- 15.3 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.
- 15.4 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.

15.5 Replacement Services

If the contractor fails to replace the material within 02 Working Days during Warranty period and in AMC, the penalties as mentioned at Annexure-VIII, Clause 5.0 will be imposed. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG) or from the running bills.

16. Purchaser's Right to Vary Quantities:

The purchaser reserves the right to increase or decrease the quantity to be ordered up to 30 percent at the time of placement of contract. The purchasers also reserves the right to increase the ordered quantity by up to 30% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

17. Long Term Maintenance Support:

- 17.1 Tenderer (OEM) shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 5 years. The long term maintenance support shall be comprehensive and include all hardware and software of equipment supplied against this contract. RailTel should be extended the benefits of periodical software patches/updates made by OEM on the system from time to time for equipment security/performance without any additional cost to RailTel.
- 17.2 Buyer reserves the right to enter into AMC @ 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. Separate agreement for AMC (Long term Maintenance Support) before expiry of warranty period shall be entered into with OEM/the authorized partner of OEM by RailTel. A fresh Bank Guarantee valid for Five years and four months for 3% of the Long Term Maintenance Support cost of five years, shall be required to be submitted by bidder for due fulfillment of long term maintenance support obligation. 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.
- 17.3 Material for replacement shall be handed over to contractors engineer at the RailTel's PoP location. The cost of replacement etc. shall be included in the quoted bid price during warranty period. During this period, the contractor shall remain responsible to arrange replacement within two working days and for setting right at his own cost any equipment which is of defective manufacturing 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.

- 17.4 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/GGM-O&M of the Region. No payment is to be released unless Bank Guarantee is submitted.
- 17.5 Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor/OEM is given in Annexure-VIII.
- 17.6 RailTel reserves the right to place the AMC order after completion of warranty obligations based on actual requirement including duration of AMC.

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

18. Payment Conditions:-

- 18.1 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
 - Delivery Challan
 - Packing list.
 - Purchaser's Inspection certificate
 - Consignee receipt
 - 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.
 - Declaration of non-applicability of e-invoicing, if applicable.
 - Declaration regarding 206AB/206CCA of IT act.
- 18.2 5% payment of the value of Supply items of the Sub PO/PO shall be made by RailTel after expiry of one year from the date of delivery.
- 18.3 Accounting/Bill passing unit for SOR for supplies is RailTel **Northern Region** Office. All Bills shall be submitted to the GGM/O&M/NR for certifying and verification and onwards submission to Finance Department of RailTel **Northern Region** office for releasing the payment.
- 18.4 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.

19. The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statement/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Annexure-VII. Non submission of an affidavit by the bidder shall result in summarily rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting **documents duly self attested** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

The RailTel(RCIL) reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel(RCIL), make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the RailTel(RCIL) shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

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

20. On line Submissions:

The bidder is required to upload and submit the following documents on line before due date & time of bid. The due date & time for closing of the bid is ____ Hrs of __.__.____ and the bid will be opened at ____ Hrs of __.__.____.

- (i) Offer letter as per Annexure-II.
- (ii) EMD: Bid Security Declaration as per Annexure-VI .
- (iii) BOQ of offered equipment.
- (iv) Clause wise compliance along with all mentioned documents/annexures for all clauses of GeM Bid and ATC documents.
- (v) Data Sheet of offered equipment.
- (vi) Financial (Certified copies of audited balance sheets/annual reports of last three preceding financial years) and Technical Eligibility Criteria documents.
- (vii) Technical Compliance of all Specification of items as per GeM Bid and ATC documents.
- (viii) Certificate from the End user against the Eligibility criteria for OEM para 11.
- (ix) Proof of document required against Eligibility criteria of OEM and Bidder vide para 11 & 12 respectively.
- (x) Long Term Maintenance Support Proforma as per Annexure-IX.
- (xi) MAF/OEM Authorization as per Annexure-IV.
- (xii) Notarized affidavit on a non-judicial stamp paper as per Annexure-VII.
- (xiii) System Performance Guarantee as per Annexure-IV.
- (xiv) Certificate as per Annexure-X.

Note: 1) The bidder is required to give acceptance of all the clauses mentioned in the **“Information to the Bidders”** document is mandatory. Any deviation / non-acceptance may lead to rejection of the bid.

2) Information to Bidder viz. corrigendum /addendum/ amendments etc. for this bid shall be posted on www.railtelindia.com only.

3) This bid is governed by the Specific Additional Terms & Conditions and General Terms & Conditions laid down by the GeM against **GeM Bid No:** _____.

In case, If any contradiction between GeM Additional Terms & Conditions and General Terms & Conditions, RailTel Terms & Conditions will prevails.

Technical Specifications**1. All Equipment should be:**

- i. With 3 years warranty & 5 years AMC.
- ii. Equipped with necessary hardware/software to comply all above required / support features.
- iii. Back-to-Back warranty with respective OEMs for both Hardware and Software. The certificates/Undertaking for the same will have to be submitted along with bid from respective OEM.
- iv. OEM (Router and Switch) should have its Service Centre at min 04 locations in major cities in India. Service center details to be shared along with address and contact no. and person.
- v. UL, CE and FCC Certification is not required for PMA. However, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to UL,CE and FCC and meets all standard and specification of UL,CE and FCC.

2. OVERVIEW OF THE SCOPE OF WORK

The scope of work would be Supply of Cards/ Modules as per SOR for Upgradation/Expansion of existing MPLS Router i.e Cisco NCS5504 with IOS XR or latest **OR** Juniper MX480 /960 with Junos 17 or latest and integration with the existing MPLS/SDH/DWDM/PTN network of RailTel or interfacing with such parallel network of other service providers for seamless delivery of services across the network. 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.

3. SOR wise details are as:

SN	Description	Unit	Qty.	Unit Rate (all inclusive in Rs.)		Total cost (all inclusive in Rs.)	
				In Fig	In Words	In Fig	In Words
1	2	3	4	5	6	7	8
Schedule – 'A' (Supply)							
1	Router Line Card of 2x100G Interface with 2x100G DWDM optical pluggable module/device and dual line port protection module/device (for traffic protection in east and west	Nos	6				

SN	Description	Unit	Qty.	Unit Rate (all inclusive in Rs.)		Total cost (all inclusive in Rs.)	
				In Fig	In Words	In Fig	In Words
1	2	3	4	5	6	7	8
	direction) as per technical specification given in Annexure-I.						
	Sub Total of Schedule A (Supply) – In Figures						
	Sub Total of Schedule A (Supply) – In Words						

NOTE:	
I	Before quoting, please see relevant para of Annexure-I of Technical Specifications.
II	<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 the ITB document. 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 Depots in Regions mentioned in this tender document.</p> <p>c) Material will be Installed & Commissioned by RailTel itself under Supervision of Bidder/OEM.</p>
III	Tenderer to give the detailed break up of common units/parts/sub-modules etc. for building up the SOR items.
IV	The Offered Model/Product should have not less than 8 Years End of Life and Service Support.

4. Technical Specification:

Note: It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

SN	Specifications	Requirements
1	The Line Card and Interfaces are required for existing Router at Railtel Network i.e NCS5504 with IOS XR and MX480 /960 with Junos 17 or latest .The Router Line Card should have atleast 2 x100G line interfaces with QSFP28/CFP2/QSFP-DD Support Day 1 .	
2	Proposed Router Line Card should support IP over DWDM on 100G interfaces OR should provide external OTN device (Minimum 400G capacity) with min. 2 Nos of DWDM line ports and 2xQSFP28 client ports.	
3	RailTel desires to create 100G network between Delhi to Kolkata by using mix of Alien wavelength over existing coriant make DWDM segment (Nx10G Network with DCM) & Ciena DWDM system.	
4	The Router Line Card hardware should support the following functionality from the day one:-	
	a) IPv4 RIB/FIB	2M / 1M
	b) IPv6 RIB/FIB	512K / 128K
	c) MPLS Labels	32K
	d) Label Stack	5
	e) L2/L3 VPN	2000
5	Proposed Router Line Card can either be modular or fixed type.	
6	Proposed Router Line Card shall have compatablilty with Existing Juniper MX 480 OR Cisco NCS 5504 Routers.	
7	Any additional hardware required to support proposed Router Line Card , Same should be supplied with Line cards. Hardware details of Existing Juniper MX 480 OR Cisco NCS 5504 Routers is available in annexure -I	
8	Digital Optical Monitoring (DOM) should be supported, optics information retrievable including RX/TX-power, threshold-monitoring/alarms, inventory.	
9	The Router Line Card should have a Console or Out-of-band Management.	
10	All interfaces shall support services like L2VPN, L3VPN and multicast VPN for both IPv4 and IPv6 if required by upgrading OS or License	
11	The Router Line Card should be IPv6 ready from day one.	
12	The Router Line Card should support filtering based on different parameters like: src ip, dst ip, src port, dst port, protocol etc	
13	The Router Line Card should support IPFIX, Netflow, Jflow or equivalent if required by upgrading OS/License.	

14	The Router Line Card should support IP SLA or RPM (or equivalent) for performance measurements, it should also support monitoring of IP SLA/RPM (or equivalent) probes using SNMP polling (OEM has to provide SNMP MIB information) or through syslog	
15	Shall support QoS, option of traffic shaping per Interface based.	
16	Shall support following class of service features:	
	a) Classification, policing, marking, shaping, filtering	
	b) Manage congestion using a weighted random early detection (WRED) algorithm	
	c) RFC 2474, Definition of the Differentiated Services Field in the IPv4 and IPv6 Headers	
	d) Single Rate Three Color Policer RFC 2697	
	e) RFC 2698, A Two Rate Three Color Policer	
	f) Round Robin, WFQ, CBWFQ scheduling algorithms	
	g) Router Line Card should be able to classify based on 802.1 ad, 802.1 p, EXP and DSCP bits	
17	The Router Line Card shall support traffic interface mirroring in both ingress & egress directions for both IPv4 & IPv6. It should also be able to mirror local and multicast traffic.	
18	The Router Line Card shall support provision for event based scripts that shall be capable of performing actions based on certain triggers	
19	The Router Line Cards shall support aggregated Ethernet and it shall be possible to bundle Upto 64 links.	
20	Shall support following MPLS features	
	a) LDP and RSVP signaling	
	b) RFC 5036, LDP Specification	
	c) RFC 3478, Graceful Restart Mechanism for LDP	
	d) Support for MPLS Traffic engineering using RSVP-TE protocol mechanisms and compliance with RFC3209	
	e) RFC 3564 Diffserv aware MPLS TE	
	f) RFC 4105 Support for Inter-Area TE	
	g) Support for P2MP LSPs and the ability to map native multicast traffic on the P2MP LSP Tunnels	
	h) Support for P2MP LSPs for building a PIM free MVPN Core	
	i) Support for LFA and Ti-LFA	
	j) Support for FRR for P2MP LSPs	
	k) Support for RSVP fast hellos	
	l) MPLS ping and traceroute	
	m) Fast Reroute Extensions to RSVP-TE for LSP Tunnels	
21	The Router Line Card should be able to do load-balancing over multiple equal cost MPLS LSP	
22	The Router Line Card shall support MPLS Fast Reroute both link protection and Node protection.	

23	Shall support MPLS based VPN services if required in future by upgrading OS/License/Hardware.	
	a) L3VPN	
	b) L2VPN (Kompella BGP/ Martini LDP)	
	c) NG-MVPN (P2MP)	
24	The Router Line Card shall support the following routing features	
	RFC1771 BGP v4	
	RFC7911 Advertisement of Multiple Paths in BGP	
	RFC2385 TCP MD5	
	RFC7752 BGP-LS	
	RFC8669 Segment Routing Prefix SID extensions for BGP	
	RFC8360 RPKI support	
	RFC1587 NSSA option	
	RFC2154 OSPF MD5	
	RFC2328 OSPF v2	
	RFC3623 Graceful OSPF Restart	
	RFC5340 OSPF v3	
	RFC2362 PIM SM	
	RFC3973 PIM DM	
	RFC 3630, Traffic Engineering (TE) Extensions to OSPF Version 2	
	RFC 5305, IS-IS Extensions for Traffic Engineering	
	RFC 3847, Restart Signaling for IS-IS	
	IGMP v2 and v3 as described in RFC 2236 and RFC 3376 with IGMP Routing Policies to filter IGMP requests.	
	Router Line Card shall support SNMP v2/v3 and NTP	
	Shall support BFD : single hop, multi-hop and micro BFD	
	Router Line Card to support GRE tunnels (RFC 2784)	
25	IPv6 Features :	
	a) IPv6 Ping	
	b) IPv6 trace route	
	c) OSPF v3	
	d) IS-IS	
	e) IPv6 CoS (classification & rewrite, scheduling based on TC)	
	f) IPv6 ACL	
	g) 6PE and 6VPE	
26	The device should comply to the following safety standards	
	a) EN 55022 Class A Emissions (Europe)	
	b) FCC Class A (USA) Radiated Emissions	
	c) UL 60950-1 Information Technology Equipment - Safety	
	d) EN 60825-1 /EN60950-1 Safety of Laser Products	
27	The OEM shall ensure that the use of third party optics shall not be explicitly blocked on the Router. Router Line Card must support all MSA complied optics available in market	
28	Segment Routing	

	a) The Router Line Card should support SR-MPLS dataplane and protocols OSPF, IS-IS and BGP Segment routing extensions	
	b) Traffic Steering of SR policies with Autoroute Include and Segment Routing TI-LFA SRLG Protection	
	c) LSP ping, trace-route, Pseudo wire Ping over Segment Routing, trace route for binding-SID	
	d) MPLS-LDP interworking with SR-ISIS and SR-OSPF	
	e) Router Line Card should have capability to calculate Bandwidth based path using centralized controller.	
	f) Shall support SR and MPLS (LDP) Interworking Mapping Server	
	g) Label distribution protocol and segment routing should coexist and there should support option to prefer LDP over segment routing.	
29	DWDM (Optical Module) and Protection Module/Device	
	a) The Router Line Card should be supplied (per line card) with 2 Nos of DWDM 100/200G optical pluggable module or OTN device (Minimum 400G capacity) with min. 2 Nos of DWDM line ports and 2xQSFP28 client ports .OTN device shall equipped with pluggable/fixed module in DWDM line ports . In case of OTN device, Bidder shall also supplied 2 Nos of QSFP28 DAC/AOC Cables-5 meter (per line card).	
	b) DWDM Optical pluggable module/OTN device shall support OSNR (back to back) less than 13 db for 100G line rate and less than 20 db for 200G line rate. Shall also Support 100G with QPSK modulation and 200G with 8 QAM or better modulation. DWDM Optical pluggable module/OTN device shall support wavelength as per ITU-T DWDM grid @ 1550nm Band (100MHz-grid frequency or 50GHz-grid-frequency). Proposed DWDM Optical pluggable module/OTN device shall have capabilities to work over 10G DWDM (with DCM Network) .	
	c) DWDM Optical module/OTN device shall provide following performance monitoring to health of circuit. i. Transmit Power ii. Receive Power iii. Wavelength (nm) or Frequency (THz) iv. Error Second v. Severe Error Second vi. Code Violation or Background Block Error vii. Unavailable Second	
	d) The Router Line Card should be supplied with protection module/device (Dual Port) .Protection module/device shall have fault detection and switching from active to standby module should be less than 50 to 100 ms. There shall no interruption be absolutely to traffic. Protection switching shall be triggered based on Loss of Signal and Degrade signal failure.	

	e) OTN Device & Protection module/device system shall support SNMP for Alarm monitoring and should support REST-API/Netconf/Yang for Network Integration with third party NMS/OSS integration in case required in future by upgradation of software/licenses . OTN Device & Protection module/device system shall be managed from Web-client or Agent Client or NMS. License & software for NMS/Web/Agent should be provided along with devices.	
	f) Bidder/OEM can also leverage existing DWDM hardware/Management system of 100G DWDM system deployed in RailTel in proposal. In case if the cards/modules/Licenses in the existing hardware is proposed, OEM shall provide Undertaking for long term support for 8 years for all existing components irrespective of End of Life of the existing hardware. Existing traffic shall not be impacted during the deployment of the new DWDM system. Hardware required for such up gradation shall be included in price bid.	
	g) OTN Device and Protection module/device system chassis should not be more than 5 RU.	
	h) DWDM Optical pluggable module/OTN Device and Protection module/device should be from same OEM.	
30	Offered of OTN Device and Protection module or equipment of the same series/family should have been satisfactorily working in at least two of Government /PSUs /Telecom Service Providers during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid. Documentary evidence for the same should be submitted with offer.	
31	It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus all hardware/software/licenses required for enabling the support/feature shall be included in the offer. Any license fee required to be paid for hardware & software during the life cycle of the equipment 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.	

OFFER LETTER

Group General Manager (O&M) & Impl.,
Northern Region, RailTel
6th Floor, 3rd Block,
Delhi Technology Park,
Shastri Park, New Delhi,
Delhi-110053

Ref:.....Dated-xx.09.2021

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 90 days from the date of opening of tender and in default thereof, I/We will be liable **to face action in accordance with EMD Declaration Letter**. 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 60 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. I/We have submitted the EMD Declaration as per Annexure-VI. The action will be taken as per EMD declaration letter if,

I/We withdraw or modify the offer within validity period or do not deposit the PG (Performance Guarantee) as mentioned in Clause 10 of ITB after issue of LOA,

or

I/We do not execute the contract agreement within 15 days after receipt of notice issued by the RailTel that such documents are ready,

or

I/We do not commence the work within 15 days after receipt of orders to that effect.

Until a formal agreement is prepared and executed the acceptance of this tender document shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the "Letter of Acceptance" of my/our offer for this work.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2

**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, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (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)

Group General Manager (O&M) & Impl./Northern Region
 RailTel Corporation of India Ltd.,
 6th Floor, 3rd Block,
 Delhi Technology Park, Shastri Park,
 Delhi – 110053.

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.

Manufacturer Authorisation form (MAF)

Group General Manager/(O&M) & Impl./NR
RailTel Corporation of India Ltd.
6th Floor, 3rd Block,
Delhi Technology Park, Shastri Park,
Delhi – 110053.

Date: _____

Subject: Manufacturer Authorisation form (MAF) to M/s for

Ref: Tender No.....dated.....

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of(Product details), having our registered office at

We hereby authorise M/s (bidder name), Office to participate in bid and subsequently upon award of the bid to execute the **“Supply of Cards/Modules for Upgradation/Expansion of existing Juniper MPLS Router Model MX960”** of our range of products against your above said bid.

We further extend our warranty for three years for our range of products offered by M/s against the above-said bid.

Thanking you,
Best regards,

Authorised Signatory

Annexure-VI

EMD DECLARATION LETTER

(to be submitted by bidder)

Format for Bid Security Declaration
(On Non-judicial stamp paper of Rs. 100/-)

To

**The Group General Manager (O&M) & Impl./Northern Region,
RailTel Corporation of India Limited,
6th Floor, IIIrd Block,
Delhi Technology Park, Shastri Park,
New Delhi-110053**

Tender Reference No.:

Sub: EMD Declaration letter
Ref: Tender no. XXXXXXXXXXXX

Dear Sir,

Whereas, I/We _____ (Name of Agency) has submitted bid for
_____ (Name of Work and Tender No.) and whereas Earnest Money Deposit is
being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India
guidelines due to severe financial crunch on account of slowdown in the economy due to the
pandemic,
I/We hereby submit the following “Bid Security Declaration” in lieu of exemption from
submitting

Earnest Money Deposit:

- 1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

- 2) If, after the award of work, I/We fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

- 3) If I/We furnish any incorrect or false statement / information/ document;

Or

- 4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

- 5) If I/We commit any breach of integrity Pact;

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer)**

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____
as per the tender No. _____ of (-----Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

- (i) I/We the tenderer (s), am/are signing this document after carefully reading the contents.
- (ii) I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- (iii) I/We hereby declare that I/We have downloaded the tender documents from electronic-tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- (iv) I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (v) **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.**
- (vi) **I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.**
- (vii) I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.

- (viii) I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

**** The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.**

**Detailed standard conditions applicable for the Annual Maintenance Contract
(Clause 17 of Information to Bidder 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 who has entered into Annual Maintenance Contract (AMC) with RailTel for products/equipment deployed over the RailTel telecommunication network and the warranty of these equipment has expired or going to expire shortly. All the equipment / cards / modules given in SOR will be covered under this contract. Any addition or deletion will be decided mutually by RailTel and the contractor. 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 bidder supplied make equipment or other equipment purchased as per recommendations of bidder. This document will also cover up the Repair / Replacement 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 / Replacement Service.**
- **Software Updates.**
- **Dedicated NOC support.**

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, Delhi – 110053.

Contractor: Contractor means firm/company who has entered into Annual Maintenance Contract (AMC) with RailTel for Long Term Maintenance Support of equipment deployed over the Telecommunication Network of RailTel.

OEM: OEM (Original Equipment Manufacturer) means firm/company whose equipment are proposed to be covered under the AMC through this tender, details are given in SOR (Annexure-1).

TSC: Technical Support Centre created by the Contractor/OEM for 2nd level support.

TEC: Telecom Excellence Centre created by the Contractor/OEM for 3rd level support.

WC: Welcome Centre of Contractor/OEM through which the RailTel may interact with Contractor/OEM.

AR: Assistance Request created by WC of Contractor/OEM 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 equipment 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/OEM’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/OEM’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 services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor/OEM’s welcome centre of a reported problem to when contractor’s/OEM’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/OEM is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor/OEM 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/OEM’s welcome centre 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 centre (WC) through a dedicated phone no. or e-mail address or Web for every issue or request. The Welcome Centre of the Contractor (WC) and OEM 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 centre (TSCs) for remote assistance. These level 2 services provided through Technical support centre may escalate to Technical Experts centre or to OEM dedicated technical support centre (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.

Normally RailTel will contact WC of the Contractor for reporting any issues related to its network. But, in some emergency cases when it is not possible to contact WC or concerned team of contractor, RailTel shall report/escalate the issue directly to the OEM. For this purpose, bidder shall submit its escalation matrix along with the escalation matrix of the OEM.

3.1 Contractor’s responsibilities:

Contractor/OEM 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 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 Centres (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 Not Used.
- 3.1.6 The Tenderer support engineer shall fill up the history sheet containing the statistics about the health of equipment installed at the concerned site and send a report, on monthly basis to CNOC Incharge. Based on this history sheet the contractor shall analyze the health report of each site and if something alarming or unusual is noticed, shall take corrective action after taking approval from CNOC/Incharge. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

3.1.7 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/OEM's TSC to access their network through a secure connection.
- 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 etc. to give remote access to Contractor.

4.0 Repair / Replacement Services

4.1 Repair / Replacement

4.1.1 Contractor's Responsibility:-

- The Contractor will provide the replacement of all Faulty equipment/cards/accessories on Next Business Day (NBD) support. To ensure the same, Bidder has to show the NBD support on the OEM portal or OEM certification that all equipment purchased are under NBD support.
- The Contractor will take- over the defective cards/SFPs from each of the RailTel POP location or mutually agreed location. The following activities will be performed by the contractor:
- After receiving a defective part request from RailTel through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel POP location.
- Deleted
- **Delivery Period:** The replacement for defective part will be arranged by the contractor on next business day support at the Fault site/location and the faulty equipment/cards/accessories will be handed over to him. The penalties mentioned in clause 5.2 below will be applicable for not replacing the faulty part within 2 (Two) working days. The contractor will also give probable reason for repeated failure of cards/ modules.

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

1. All transportation, freight and insurance charges will be borne by the contractor.
2. 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 fault location/RailTel PoP Location 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.
- Perform a physical check test on the repaired parts.

4.2 Return

Deleted.

5.0 Services Level Agreement Values (SLA):

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

5.1 Technical Support Services

Equipment up time should be 99.99 % for redundant system and 99.95% for non-redundant System excluding the dependencies on account of RailTel and unforeseen circumstances. If the Bidder fail to achieve uptime as mentioned, the following penalties will be imposed. It will be calculated on quarterly (3 month) basis and maximum penalties will be 10% of the cost of Equipment per year.

Service type Parameter	Service Level	Penalties
For redundant system	>= 99.99%	NIL
	Between 99.99% and 99.95%	0.2% of the cost of Equipment
	Between 99.95% and 98.95%	2% of the cost of Equipment
	Between 98.95% and 96.96%	4% of the cost of Equipment
	Between 96.95% to 95%	6% of the cost of Equipment
	< 95%	10% of the cost of Equipment
Non redundant system	>= 99.95%	NIL
	Between 99.95% and 99.9%	0.2% of the cost of Equipment
	Between 99.9% and 98.95%	2% of the cost of Equipment

	Between 98.95% and 97.95%	4% of the cost of Equipment
	Between 97.95% to 95%	6% of the cost of Equipment
	< 95%	10% of the cost of Equipment

5.2 Repair / Replacement Services

If the Bidder fails to replace card/Part within 02 Working days as in para 4 above, the following penalties will be imposed:

Equipment	Duration of repair (Working Days)	Deduction/Penalties
All Modules and accessories	More than 02 days and up to 10 days	2% of the cost of affected part/module
All Modules and accessories	More than 10 days and up to 15 days	10% of the cost of affected part/module
All Modules and accessories	More than 15 days and up to 30 days	25% of the cost of affected part/module
All Modules and accessories	More than 30 days	100% of the cost of affected part/module

Note:

1. In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost.
2. OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.

6.0 Deleted

7.0 General Conditions of Contract:

7.1 Period of AMC / Validity of Contract

This Annual Maintenance Contract will be valid for a period of 5 years after the expiry of warranty period of 3 years. 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 card/module installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms. RailTel reserves the right to enter into AMC contract as per actual requirement including duration.

7.2 Deleted

7.3 Security Deposit/Performance Guarantee:-

The contractor is required to submit a Performance Bank Guarantee (PBG) within 30 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 60 months (the AMC period of 5 years) from the date of issue of LOA.

All other conditions will be as per clause 10 of ITB.

7.4 Offer/Bid 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 additional admissible taxes, the same will get reimbursed after receiving the documentary proof by RailTel.
- Price will not include the cost of any financing (if any).

7.5 Payment Terms:

7.5.1 AMC charges shall be paid on quarterly basis by RailTel after successful completion of maintenance support of that quarter on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- Invoice.
- Monthly trouble ticket report.
- Monthly repair report.
- Supporting documents for back to back arrangement with OEM for Long Term Maintenance Support for complete AMC period for full quantity of all the items covered in the SOR along with serial numbers.

7.5.2 Accounting unit/Bill passing unit for SOR items is GGM (O&M) In-charge in RailTel/NR. All Bills shall be submitted to the GGM (O&M) In-charge in RailTel NR for certifying and verification and onwards submission to Finance Department of RailTel for releasing the payment.

7.5.3 Monthly reports will be shared with RailTel regularly. Format will be mutually decided by RailTel and Contractor.

7.6 Execution of contract

The In-charge of GGM (O&M) 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.

7.7 Validity of Offer:-

Not Used.

7.8 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 of withdrawal of the original offer and the rates originally quoted will be binding on the tenderer/s.

7.9 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.

7.10 Not Used

7.11 Law governing the contract.

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

7.12 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.

7.13 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 offence or compensation payable to the RailTel under this clause shall be settled by the General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

7.14 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.

7.14.1 Apprentices Act

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued the re-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.

7.14.2 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.

7.14.3 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.

7.14.4 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.

7.14.5 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.

7.15 Determination of Contract

7.15.1 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.

7.15.2 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.

7.15.3 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.

7.16 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

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.

7.17 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.

7.18 SETTLEMENT OF DISPUTE 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 endeavor 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.

- 7.18.1 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.
- 7.18.2 The arbitration shall be conducted by a sole arbitrator mutually appointed by RailTel and the bidder.
- 7.18.3 The arbitration proceedings shall be conducted in the English language.
- 7.18.4 The decision of the arbitrator thereon shall be final, conclusive and binding on both the parties to the Agreement.
- 7.18.5 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.

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

To

The Group General Manager (O&M) & Impl.,
RailTel Corporation of India Limited,
Northern Region

Applicable for OEM directly participating in the tender

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 17 of ITB shall be met **by us directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable when Authorized Distributor/Partner of OEM is bidding in the tender

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 17 of ITB shall be met **by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary in India for the mentioned/remaining period at the quoted prices by the bidder. 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 OEM Authorized Officer)
Seal

Signature of witness:

1.
2.

Note: Please Strike out whichever is not applicable.

Annexure-X

- 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: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. 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:
 1. 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-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "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.]"

(END OF TENDER DOCUMENT)
