

रेलटेल कॉर्पोरेशन ऑफ़ इंडिया लिमिटेड

(भारत सरकार का एक उपक्रम)

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

छठा तल, ब्लॉक -2, एनबीसीसी कार्यालय परिसर, पूर्वी किदवई नगर,

नई दिल्ली -110023

**6Th Floor, Block-2, NBCC Office Complex, East Kidwai Nagar,
New Delhi-110023**

"अखिल भारतीय आधार पर रेल कर्मियों के लिए मोबाइल संचार सेवाओं का प्रावधान"

ELECTRONIC TENDER

FOR

**“Provision of Mobile Communication Services for Railway
personnel on All India Basis”**

ई-निविदा संख्या: RailTel/Tender/OT/CO/ITP/ CUG /2021-22/001.

E-Tender No.: RailTel/Tender/OT/CO/ITP/ CUG/2021-22/001.

निविदा दस्तावेज की कीमत: रु. 11,800/- (टैक्स सहित)

Cost of Tender Document: Rs. 11,800/- (Including Taxes)

(Two Packet System with RA)



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
छठा तल, ब्लॉक -2, एनबीसीसी कार्यालय परिसर, पूर्वी किदवई नगर,
नई दिल्ली -110023 , Ph: 011-22900600, Fax: 011-2290069

ई-निविदा सूचना संख्या/E-Tender Notice No.: RailTel/Tender/OT/CO/ITP/ CUG/2021-22/001.

Dated: 13.10.2021

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड "अखिल भारतीय आधार पर रेल कर्मियों के लिए मोबाइल संचार सेवाओं का प्रावधान" की ई-निविदा आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel) invites Tenders for “**Provision of Mobile Communication Services for Railway personnel on All India Basis**”.

a)	निविदा डाउनलोड करने की आरंभ तिथि/ Opening date of Tender downloading	13.10.2021
b)	प्रीबिड मीटिंग- /Pre-Bid Meeting	20.10.2021 at 11:00 hrs.
c)	बिड जमा करने की तिथि /Bid submission date	09.11.2021 up to 15:00 hrs.
d)	ई-बिड खुलने की तिथि /Opening of E-bids	09.11.2021 at 15:30 hrs.
e)	निविदा की अनुमानित लागत Approximate cost of Tender	94.20 Cr (including taxes)
f)	अग्रिम धन/ Earnest Money (EMD): No EMD to be submitted. Only bid security declaration as per Annexure-XII to be submitted in its lieu.	
g)	निविदा दस्तावेज की लागत रु 11,800 / - (कर सहित)। जो कि बिडर को रेलटेल के ई-टेंडरिंग पोर्टल के माध्यम से "https://www.ireps.gov.in" जमा करनी होगी Cost of Tender Document is Rs. 11,800/- (including taxes). The required amount will be payable through RailTel's e-Tendering portal "https://www.ireps.gov.in"	

Small scale Units registered with NSIC under single point registration scheme are exempted from cost of Tender Documents and EMD as per Govt. guidelines.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com. or from the e-Tendering portal "https://www.ireps.gov.in" For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal "https://www.ireps.gov.in" . All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome

General Manager/IT Projects

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(This tender document consists of 118 pages)

Section-1
Chapter-1
Schedule of Requirements

SO R Item	Item Description	Nos. Of SIMs Equated to plan-C for item-1 & Plan-D for item-2	Unit	HSN Code	Unit Basic Price Per Month per SIM for Plan-C	Unit CGST/SGST/IGST @ ~18%	Unit Price Per Month per SIM for Plan-C (incl. Taxes)	Annual Amount incl. Taxes.	Total amount for equated Nos. of SIMs for three years for all plans including taxes
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)= (f+g)	(i)= (cxhx12)	(j) (ix3)
1	SIMs for plan A to C	329438	Nos.						
2	SIMs for Plan-D	2100	Nos.						
	TOTAL								

Note: Before filling SOR, Bidders are requested to read following instructions carefully:

1.1 Services offered under various plans shall be:

Description	Plan A	Plan B	Plan C	Plan D
CUG Facility	National	National	National	Free unlimited bulk SMS/ per day per SIM (within CUG)
Unlimited National Voice calls, Roaming, STD & 200 SMS/day (local & National)	Free	Free	Free	Unlimited SMS Only
Bundeled Data per month with rollover facility	60 GB	45 GB	30 GB	N/A
Approx. Nos. of SIMs to be supplied in each Plan.	2498	15343	302059	2100
Approx. %age Distribution proposed	0.78%	4.79%	94.3%	2100 Nos.

1.2 Equated numbers of SIMs (Plan-A & B equated to Plan-C and Plan-D) are worked out as per the below table:

WORKING OUT EQUIVALENT QUANTITY OF SIMS					
S N	PLAN	Bundeled Data per month in GB	EQUVALENCE FACTOR BETWEEN PLANS	APPROX. QUANTITY OF SIMS (Nos.)	EQUATED QUANTITY OF SIMS (Nos.)
3	A	60	1.87	2498	4671
2	B	45	1.48	15343	22708
1	C	30	1	302059	302059

4	D (Unlimited SMS only)	N/A	2100	2100
	TOTAL		322000	331538

i.e. If the bidder quotes the price for Plan-C as "Y", The quote/rates for

- i. Plan-B shall be = 1.48Y,
- ii. Plan-A shall be = 1.87Y &
- iii. Plan-D shall be quoted separately.

1.3 Deleted

1.4 Telecom Service Provider shall provide ISD call rates and topup data packages (beyond the CUG limit) for individual CUG subscribers for domestic as well as international roaming as per Annexure-X.

1.5 Firm will provide unused data rollover facility upto 500GB to all users under this contract.

1.6 Outgoing services on premium numbers will be charged as per standard rates fixed by premium service provider.

1.7 The value added services like Hello tune, MMS etc will be chargeable.

1.8 Rates to be negotiated every six months with the Telecom Service provider to get better rates as a bulk customer.

1.9 The tariffs shall be applicable at all times during the currency of the contract; irrespective of time, date, occasion, festival etc., except in case of any downward revision subsequent to negotiations, if any.

1.10 While tenderer shall quote the rates taking into account decreasing trends in Mobile market, it may not be possible to anticipate decline in rates over contract period. Therefore, Telecom Service Provider to keep bulk rate lower than being offered in market. However, if, during currency of the contract, TRAI/ TSP lowers the tariffs below these rates, then these rates would also be decreased to the same level with reference to the revised TRAI rates.

1.11 The additional financial information which is not the part of evaluation such as ISD rates and top up plans, as sought in chapter-1, shall have to be provided with financial offer only. Where there is no defined format in the SOR for filling ONLINE (e.g. for ISD rates, data top up) the same may be provided as attachment with financial offer only. However, those offer prices which are required to be filled ONLINE and are used for evaluation, shall be considered only those which are filled ONLINE and not those if submitted as attachment in financial offers.

1.12 Bulk SMS plan shall have no limitation on number of SMSs/per day/SIM.

1.13 Only one single unconditional quote will be accepted from each bidder.

1.14 Under no circumstances, service provider shall disconnect/disable any service deliberately or intentionally for any reason during the period of contract. Any violation of this clause shall be penalized by 5 times deduction of pro-rata charges for any such period of disruption.

CHAPTER- 2**BID DATA SHEET (BDS)**

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

SN	Reference	Description
1	Tender Notice	Name of work: "Provision of Mobile Communication Services for Railway personnel on All India Basis"
2	Clause 6.16, Chapter-6	Validity of offer Offer should be valid upto 31.03.2022 as the anticipated date of provision of services is 01.01.2022.
3	Clause 8.28 Chapter-8	Warranty N/A.
4	-	Delivery Period 60 days for the first sub PO and 15 days for subsequent POs. Anticipated date of starting of services is w.e.f. 01.01.2022. Delivery period for SIMs and their commissioning against sub POs shall be 15 days from placing of sub POs.
5	Clause 3.2, Chapter-3	Eligibility Criteria as per clause 3.2
6	Clause 3.8, Chapter-3	Purchaser's Right to Vary Quantities Refer to clause 3.8.
7	Clause 6.4/3.24, Chapter-6/3	Earnest Money Deposit (EMD)/ Bid Security: No EMD to be submitted. Only bid security declaration as per Annexure-XII to be submitted in its lieu.
8	Clause 3.27, Chapter-3	Clarification Requests Last date of Submission of Clarification Date: 20.10.2021
9	Tender Notice	Last Date of Submission of Offer Date: 09.11.2021 Time: 15:00 hours
10	Tender Notice	Date of Opening of Tender Date: 09.11.2021 Time: 15:30 hours Venue: RailTel Corporation of India Ltd. Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023
11	Clause 6.5 Chapter-6	Security Deposit/Performance Bank Guarantee

Chapter - 2-A

E-tendering Instructions to Bidders**General**

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

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.ireps.gov.in> Indian Railways E-Procurement system (IREPS).

Benefits to Suppliers are outlined on the Home-page of the portal. Bidders are advised to visit the IREPS Portal for details related to E-Tender i.e. Registration, FAQ, Helpdesk, Learning Center etc.

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage –Two Envelope': In this, bidder has to submit both Technical and Financial bid in single envelope "ONLINE."

IREPS Helpdesk

Please visit Helpdesk section on IREPS Portal.

RailTel Contact-1 (for general Information)

Rajeev Kumar: AGM/NTP Telephone 9717644419 E-mail ID: rajeevkumar@railtelindia.com	A N D	Shri Ashwani Kumar: JGM/Tech Telephone 9717644105 E-mail ID: ashwani@railtelindia.com
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RailTel Contact-II (for general Information)

Haritima Jaipuriar: GM/ITP
Telephone 0124-2714000
E-mail ID: hjp@railtelindia.com

2. Bid related Information for this Tender:

The entire bid-submission would be online on IREPS Portal.
Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Two Packet (Part I –Credential/ Techno commercial Bid and Part II –Price Bid)
4. Online response to Terms & Conditions of Tender.
5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of IREPS Portal.

3. Online Submissions:

The bidder is required to submit all the relevant documents online only with the following documents.

- a) EMD submission **through IREPS portal.**
- b) Tender Cost submission **through IREPS portal.**
- c) Power of attorney to be submitted online in accordance with format given in Chapter-6, Original copy is needed to be submitted by the successful bidder before issuance of LOA.
- d) In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

4. Submission of Eligibility Criteria related documents

Eligibility criteria related documents as applicable shall also be scanned and submitted ONLINE.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as - a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections.

In case there is a problem at the e-procurement/ e-auction service provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of RailTel by the bidders in time, then RailTel will promptly re-schedule the affected event(s).

5. Instructions for Tender Document TO THE BIDDERS

The RailTel Tenders are published on www.railtelindia.com and on IREPS Portal <https://www.ireps.gov.in/>. In addition to submitting the e-Tender documents online, they should also submit cost of tender document through IREPS.

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

6. Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using the e-Procurement Portal <https://www.ireps.gov.in/>. For detailed instructions please refer to IREPS Portal.

7. Attendance of Representatives for Tender Opening:

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

8. e- Reverse Auction:

The procurement in this tender will be done on reverse auction. The procedure for the reverse auction will be as per IREPS.

8.1. Submission of Bids:

- 8.1.1 In addition to the instructions given above, the bids shall be processed through Two Stage Reverse Auction method, to be implemented through IREPS portal. Two packets system shall be followed for the 1st stage of reverse auction, which means that Techno-commercial bid will be opened first; and after deciding the suitability or otherwise of the

technical bids, the financial bids of only those firms which are found to be suitable shall be opened.

(For details please refer also user manual for contractors-for Two Stage Reverse Auction (Goods & Services Module) of IREPS available on IREPS portal.)

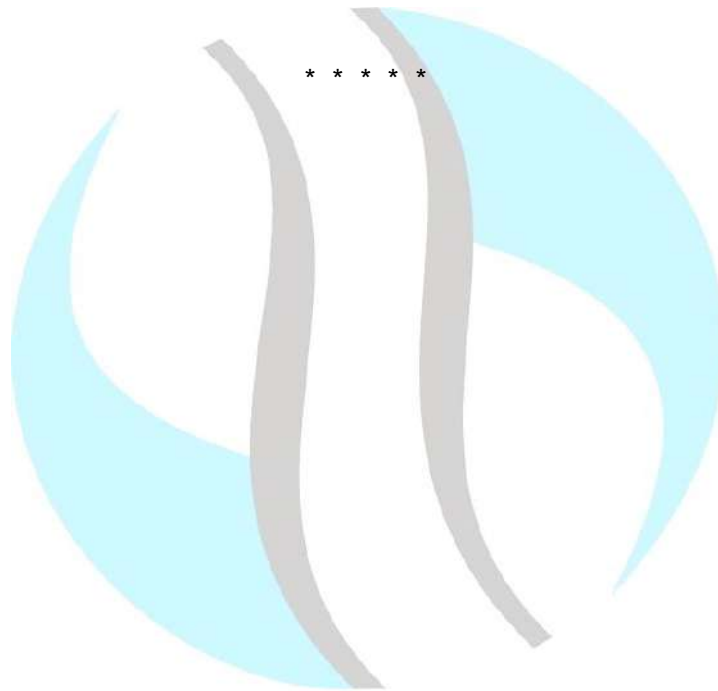
- 8.1.2 The financial bid of those firms whose technical bids have been found to be suitable shall be opened on or after scheduled date and time. The financial tabulation statement shall be generated immediately thereafter, and can be viewed by the participating bidders by logging into IREPS account.
- 8.1.3 After opening the financial bids, the tendering department shall schedule the start of reverse auction. The tenderers who are eligible for the participation in the reverse auction process can view the reverse auction catalogue by logging into their IREPS account.
- 8.1.4 The lowest Initial Price Offer (L1 offer price) as submitted by the technically qualified bidders during the financial evaluation stage shall constitute the base price for starting the reverse auction. The base price shall be notified to the bidder.
- 8.1.5 Date and time of start of RA will be informed by IREPS website/RailTel Website.
- 8.1.6 Selection of vendors for RA shall be as under:
If the number of tenderers qualified for award of contract is less than 3, No RA shall be conducted and the tender shall be decided on the basis of initial price offer.
If the number of tenderers qualified are 3 to 6, only 3 tenderers shall be eligible for participating in RA.

If the number of tenderers qualified are more than 6, only 50% of tenderers shall be eligible for RA (rounded off to next higher integer).
The bids disallowed from participating in the RA shall be the highest bidder(s). In case the highest bidders quote the same rate, the initial price offer received last as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
- Initial Cooling Off period** shall be 2 hours.
Auto Extension Period shall be 20 minutes.
Minimum Decrement in percentage shall be 0.1% of Current Lowest Bid.
- 8.1.7 Once the reverse auction process is closed the lowest rate received in the reverse auction/financial offer will be evaluated. RailTel reserves the right not to consider the lowest bid received in the reverse auction/financial bid process.
- 8.1.8 In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.
- 8.1.9 Technical e-RA training can be opted by the bidder to know the procedure of e-RA (Reverse Auction).
- 8.1.10 RailTel may discharge the tender at any stage without assigning any reason.
- 8.1.11 Bidders may please note that Bidding close Date/Time gets extended automatically every time an offer is received against the tender during a time interval equivalent to Cooling Off prior to the closing date and time. For example : If the Closing Time of RA is 13:00 Hrs and the Cooling Off period is 30 Minutes, if two offers are received between 12:30 Hrs and 13:00 Hrs, lets say at 12:40 Hrs and 12:55 Hrs, the Closing Time shall be extended by 30 Minutes from the time of submission of the last bid i.e. up to 13:25 Hrs.

8.2 Reverse Auction (e-RA):

After the evaluation of technical proposals, the financial bids (initial price offer) of those firms whose technical bids meet eligibility criteria shall be categorized as qualified for the

purpose of Reverse Auction (e-RA). These financial bids shall be opened on the scheduled date and time (as per procedure explained in the IREPS User Manual for vendors – Two Stage Reverse Auction Goods & Services Module para C, D and E available at IREPS Helpdesk & Learning Centre). The e-RA procedure has been implemented through IREPS Portal and as per guidelines issued by Ministry of Railways Letter No. 2017/Trans/01/Policy/Pt-S Dated 28.03.2018. As per the procedure a minimum of three bids are mandatory for conduct of e-RA. In case the numbers of qualified bids are less than three, the L-1 would be decided on the initial price offer quoted by the bidder by IREPS. In case of more than three qualified bidders, the e-RA as explained in the manual mentioned above will be implemented. After the end of e-RA, L-1, L-2 and so on stand identified.



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CHAPTER-3**SPECIAL TENDER CONDITIONS**

Note: As stipulated in clause No.6.18, The Special Tender Conditions, wherever, they differ from General and Standard Conditions will override the later.

3.1 SCOPE OF WORK

RailTel Corporation of India Limited, a Government of India Undertaking, under Ministry of Railways has been nominated by Ministry of Railways to provide 3G/4G and above based Mobile (Cellular) Connections in nationwide CUG configuration for Railway officers & supervisors on All India basis.

It is worth mentioning here that Indian Railways is presently using an existing CUG, provided by M/s Reliance Jio Limited. The same subscriber numbering scheme of all users shall be required to be continued, as per provisions of Mobile Number Portability in all the telecom circle.

Request for Proposal (RFP) is being invited for selecting a service provider to provide approx 3,22,000 no. of 3G/4G and above based Mobile Communication Services - CUG for RailTel/Indian Railways/other organisations on All India basis for a period of 3 years with the provision for further extension by one more year. The number of CUG connections may be further increased/decreased based on the requirement from various organisations.

3.2 ELIGIBILITY CRITERIA

The bidder must fulfil the following eligibility criteria:

SN	Eligibility	Documents to be submitted
1	Bidder should be a telecom operator having PAN India mobile connectivity presence to cover all Divisions, Zones, Production Unit, PSUs and other associated offices of Indian Railways.	To be submitted as per format in Annexure-XI.
2	Must either own operational network with 3G/4G and above technology based Cellular Services in all the 23 telecom Circles of India or should have arrangement with other operators for the telecom circles where the firm has not its own licence.	Declaration as per format in Annexure-XI and MOU/ agreement with other operator if any.
3	Coverage along the Railway Track: The network coverage along the railway track should not be less than 80% with signal strength of ≥ -90 dBm (for 3G) & ≥ -110 dBm (for 4G and above)/as recommended by TRAI (track sections list as given in Annexure – VIII) averaged over all the sections of Indian Railways.	To be submitted as per format in Annexure-XI.
4	Should undertake with a definite time frame as stipulated for further improvement of section wise, coverage upto 95% with signal strength of ≥ -90 dBm (for 3G) & ≥ -110 dBm (for 4G or higher)/as recommended by TRAI with a continuous dark zone of not more than 500 Mtrs. in each section along the Railway track.	-- do --
5	Coverage of Cities / Towns : The bidders should have 100% network coverage with TRAI recommended signal strength at all Railway offices and Railway colonies and 90% on other important locations where the mobile	-- do --

	<p>connections are proposed to be supplied. Bids of tenderers not complying to 100% network coverage at all Railway offices and Railway colonies and 90% on other important locations as detailed in Annexure-IX above will not be considered technically suitable.</p> <p>Tentative list of all such Cities/Towns where coverage is required is enclosed as Annexure-IX. Further Cities/Towns may also be added to this list subsequently. RailTel shall be free to verify any coverage data and same shall be arranged by the bidder on short notice.</p>	
6	<p>Coverage along the Railway Track:</p> <p>Bidder should enhance the coverage by 92.5% with TRAI recommended signal strength in 0-6 months (Phase-I), and up to 95% with a signal strength of $\geq -90\text{dBm}$ (for 3G) & $\geq -110\text{dBm}$ (for 4G or higher)/as recommended by TRAI in 7-12 months (Phase-II). Network Enhancement shall be monitored Divisional Railways level by divisions and at other places not coming under divisions by respective zones/billing units. In case the service provider fails to provide target coverage of 92.5% in Phase-I & 95% in Phase-II, then 5% of penalty after Phase-I and 10% after Phase-II shall be imposed on monthly basis (on total monthly bills by divisions/zones/other billing units), till the Network Enhancement as per terms and condition of contract. Maximum penalty should be 15% (of the monthly billed amount) only for network coverage related issues. Initially the undertaking has to be submitted for sections detailed in Annexure-VIII. Any left out section which is commissioned/operational as on the date of opening of the tender shall also be the part of list in Annexure-VIII and desired connectivity condition in all such section has to be complied from the day one itself. A CUG network survey may be conducted every six months by the survey team comprising members from service provider, Railway and RCIL officials. Further network coverage shall not be less than 90% in any of Railway section even if the overall coverage at Divisional level is equal to or greater than 95%. Adequate Network coverage shall also be provided in newly commissioned Rail sections and such sections shall be considered for calculating overall coverage within three months of opening. Railways shall intimate the CUG Service provider three months in advance before opening of such sections.</p>	-- do --
7	<p>State of art Network Management Center and Network Operation Center:</p> <p>The bidder must have facility for providing customer support and troubleshooting round the clock at locations where the Mobile Connections are required to be provided so that user can log their complaint directly to the TSP call centers.</p>	Address and contact telephone numbers of the Contact/Customer Care Centre for the same should be provided along with the offer
	Financial Eligibility Criteria:	
8	<p>The tenderer must have received contractual payments 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 duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</p>	Audited balance sheet/ other mentioned certificates, clearly mentioning the receipt of stipulated contractual payments.

	(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).	
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Note:

- i) In order to ascertain the eligibility of the bidder at any stage of the contract even after being awarded, RailTel at its own discretion may sought the requisite liecenses/other documents to ascertain the claim of the bidder.
- ii) At the time of calculation of the connectivity (92.5%, 95% etc), in case it is observed that connectivity in any individual section (Section means the track route as given in this tender or the leftout continous portion of the track) is less than 85%, the complete section shall be considered to have “no coverage” for the purpose of calculations of 92.5%/95% average coverage at the divisional level.
- iii) RailTel shall approve the signal level/ connectivity measurement methods in a section before carrying out measurements.

3.3 MISC.TERMS AND CONDITIONS:

- 3.3.1 The CUG Services should be based on 3G/4G and above. A stable and robust Network across Indian Railway offices, Railway colonies, Stations and along Rail-route sections is an essential requirement.
- 3.3.2 A CUG network survey may be conducted every six months by the survey team comprising member from service provider, Railway and RailTel Officials.
- 3.3.3 Uniform numbering scheme should be adopted. As the mobile number portability is in vogue, all existing mobile numbers should be retained in case of change in service provider. The bidder should give compliance to be capable to use the existing mobile numbers along with the existing numbering scheme, as per provisions of Mobile Number Portability without any extra cost to the Purchaser.
- 3.3.4 Post contract activities like coverage issues, billing and payment should be handled by respective Railways directly.
- 3.3.5 Emphasis shall be given to select Telecom Service provider, which has the sufficient overall coverage on IR. Telecom Service Provider should also undertake with in a time bound period to improve track coverage where the same is inadequate. In case of non-compliance to improve network coverage, penalty will be imposed as per tender.
- 3.3.6 In case of BSNL participating in the bid, it would be BSNL's responsibility to co-ordinate with MTNL to provide the services in Mumbai & Delhi as per the accepted terms & conditions of the contract and a certificate to this effect from MTNL must form part of BSNL's offer.
- 3.3.7 RailTel may engage 3rd Party Audit team for the assessment of quality of service provided by selected Telecom Service Provider on the similar lines as being done by TRAI. Parameters to be measured by the audit team will be defined by RailTel in consultation with Railway Board at the time of audit. Network coverage should be taken across the complete zone.
- 3.3.8 Telecom Service Provider shall provide a list of well-defined time frame for various activities like issue of new SIM, activation of various types of services etc. There shall be provision in contract regarding Activation/Deactivation of any type service, only by authorized RailTel/Railway Representative and Telecom Service Provider shall also send confirmation of activation to the nominated email-ID. In case of multiple violations penalty maximum 1% will be deducted from the monthly billed amount in addition to penalty of 15% for poor network.

3.3.9 Telecom Service Provider shall furnish Telecom Circle wise escalation matrix for the organization along with the Name, Designation and Mobile Number of employees at various level, who shall be responsible for providing the service support. Any change in their organization structure should be intimated to concerned in RailTel/Zonal Railways.

3.3.10 Deleted.

3.3.11 No extra charges whatsoever would be applicable for various services including Voice Calls, SMSs & Roaming, within India other than bundled Data.

Bidders shall keep the roaming enabled all the time on all the SIMs without being asked. Roaming on third party service provider's networks wherever bidder's network is not available shall also be available where bidder has agreement for roaming with such third party service providers.

3.3.12 **Closed User Group facility:** All the 3G/4G and above technology Based Mobile Connections to be procured from the bidder needs to be have All Incoming & Outgoing calls to any other number at any operator in India free. Likewise, SMS as stipulated and other facilities available will also be free for CUG users. The bidders should specify the other available facilities proposed to be offered for the CUG users in their offer.

3.3.13 **Call Conferencing:** Indian Railways needs this facility so that the CUG subscribers of Indian Railways can talk to multiple users simultaneously in conference with cascading.

3.3.14 **Roaming Facility:** The bidder needs to have the desired nos of POIs/connects with other operators both on National & International basis for providing National & International Roaming to other networks.

3.3.15 **High Speed Data Connectivity:** The bidder needs to have the facility to provide the highspeed Data connectivity to the CUG users of Indian Railways on all India basis

3.3.16 **For Network enhancement in Railways areas:** RailTel shall pursue with Ministry of Railways and provide infrastructure (Space/Tower/Mast/Pole Mount etc.) where feasible for setting up of BTS etc. to the successful bidder on Railway areas on commercial basis for improvement of CUG coverage in the Railway areas/sections to meet the requirement of Railways. Necessary infrastructure for BTS etc, wherever deemed necessary/required for improving coverage, and wherever feasible shall be provided to the successful bidders on commercial rates. RailTel on its discretion may build common Infrastructure at such locations, as per TSP requirement. Where there is an immediate demand of setting up of COW (Cell on wheel) in Railway premises, same may also be allowed for an initial period of approx. three months for which following lease charges (electricity and other overhead charges if applicable shall be extra) shall be applicable. However the firm shall have to shift to permanent structure subsequently/make arrangement for the same at its own.

It may please be noted that any request for COW or for permanent infrastructure in Railway premises is required to be submitted by the bidders/successful bidders to RailTel only and RailTel shall make the arrangement for the same. Additionally if a successful bidder requests for the fiber/fiber pair for the connectivity of its BTS which it has co-located in Railway premises, the last mile fiber/fiber pair within the Railway boundaries for co-located BTS may also be leased by Railtel on commercial basis subject to the feasibility.

Where there is a demand for bandwidth, RailTel if feasible shall provide the bandwidth at the rates tabulated below. Bidders may please note that although every effort shall made by Railtel to provide any such infrastructure in Railway lands to the bidders/successful bidder on commercial basis, it is not mandatory on the part of RailTel to provide infrastructure for setting up BTS etc. and the successful bidder has to fulfil the connectivity requirements as stipulated in the tender on its own.

TABLE-I: CHARGES FOR SETTING UP COW FOR CO-LOCATION FOR CUG CONNECTIVITY:

A. BASE PACKAGE TARIFF PLANS:						
S N	Description	Annual Rental Charges excluding GST				
		Ordinary Cities	State Capital & Specified Cities	Metros/ Mini Metros	Within New Delhi	Within Mumbai
1	Base Package-I (up to 50 meters height) : incl. one rack space, 3 GSM/LTE antenna, 2x0.6 dia MW or 1x1.2 dia MW	₹ 225,000	₹ 275,000	₹ 365,000	₹ 475,000	₹ 600,000
2	Base Package-II (upto 50 meters height) : incl. 6 GSM/LTE antenna, 4 x 0.6 dia MW or 2 x 1.2 dia MW, upto 6 nos. of RRU and up to 6U rack space for BBU installation	₹ 420,000	₹ 460,000	₹ 460,000	₹ 740,000	₹ 940,000

TABLE-II:

B. TARIFFS FOR ADDITIONAL INSTALLATION/LOADING:						
S. No	Description	Annual Rental Charges (per antenna) excluding GST				
		Ordinary Cities	State Capital & Specified Cities	Metros/ Mini Metros	Within New Delhi	Within Mumbai
i	GSM/CDMA/LTE antenna	₹ 28,000	₹ 28,000	₹ 28,000	₹ 56,000	₹ 56,000
ii	RRU/RRH antenna	₹ 28,000	₹ 28,000	₹ 28,000	₹ 56,000	₹ 56,000
iii	Microwave antenna (0.6meter dia)	₹ 32,000	₹ 32,000	₹ 32,000	₹ 32,000	₹ 32,000
iv	Microwave antenna (1.2meter dia)	₹ 60,000	₹ 60,000	₹ 60,000	₹ 60,000	₹ 60,000
v	Microwave antenna (1.8meter dia)	₹ 100,000	₹ 100,000	₹ 100,000	₹ 100,000	₹ 100,000
vi	Additional full rack space	₹ 60,000	₹ 80,000	₹ 80,000	₹ 192,000	₹ 192,000
vii	Additional per U rack space	₹ 4,800	₹ 4,800	₹ 4,800	₹ 8,000	₹ 8,000

Note: For the locations, where Railtel has an existing tower, the maximum tower height being offered to TSPs shall be limited to the feasibility/existing height of the tower only. For new sought out tower co-location the same shall be limited to a maximum of 30m/40m (on the discretion of RailTel) only. TSPs shall have to accept this height or make their own arrangement to ensure proper connectivity in Railway premises.

TABLE-III: CHARGES FOR LMC FIBERS FOR CO-LOCATION FOR CUG CONNECTIVITY:

S N	Category	Name of the Cities	Leasing & Maintenance Charges in Rs. (per Year / KM)		Dropping Charges in Rs. (per Year per Dropping) (One time Dropping charges shall also be charged for End points)
			Single Fiber	One Pair	
1	A (A-1 class cities	Mumbai, Delhi NCR, Kolkata, Chennai & Sub-urban areas of these Four	35000	50000	50000

	(Metros), NCR and Metro Suburbs)	Metros			
2	B (Mini Metros)	Pune, Ahmedabad, Hyderabad / Secunderabad, Bangalore & Surat	30000	42000	25000
3	C (State capitals/ other specified cities)	SR: Visakhapatnam, Vijayawada, Hubli-Dharwad, Mysore, Ernakulam, Kochi, Coimbatore, Salem, Madurai, Tiruchirappalli, Guntur, Warangal, Nellore Thiruvananthapuram, Belgaum, Mangalore, Gulbarga, Kozhikode, Thrissur, Malappuram, Kannur, Kollam, Puducherry, Tiruppur, Erode ER: Guwahati, Patna, Ranchi, Dhanbad, Jamshedpur, Durg, Bhilai, Asansol, Bhubaneswar, Raipur, Bokaro, Cuttack, Rourkela, Siliguri, Durgapur WR: Rajkot, Vadodara, Bhopal, Indore, Jabalpur, Nagpur, Aurangabad, Nasik, Sholapur, Kota, Gandhinagar, Jamnagar, Bhavnagar, Ujjain, Amravati, Bhiwandi, Kolhapur, Vasai, Virar, Malegaon, Nanded, Waghala, Sangli NR: Chandigarh, Gwalior, Ludhiana, Amritsar, Jalandhar, Jaipur, Jodhpur, Lucknow, Dehradun, Meerut, Varanasi, Bareilly, Gorakhpur, Agra, Allahabad, Kanpur, Srinagar, Jammu, Bikaner, Ajmer, Moradabad, Firozabad, Jhansi	25000	35000	25000
4	D (Others & Intercity links)	Other cities across India and other Intercity fiber routes	20000	27000	25000/

Note:

- i) Ends of the fiber being leased will not be counted as droppings however, the same shall be charged on one time basis as per rates given above.
- ii) Chargeable distance shall be as per OTDR measurements

TABLE-IV: ANNUAL TARIFF PER ANNUM FOR LEASING OF BANDWIDTH (in Rs. excl. taxes):

Chargeable Distance (in kms)	500 Mbps Tariff	1G Tariff	1.5G Tariff
0 to 15	400,655	500,231	625,280
16 to 30	487,464	608,614	760,757
30 to 49	667,758	807,664	1,042,133
50	667,881	833,824	1,042,265
55	725,271	905,473	1,131,826
60	782,662	977,123	1,221,386

65	840,052	1,048,772	1,310,947
70	897,442	1,120,421	1,400,507
75	954,832	1,192,071	1,490,067
80	1,012,222	1,263,720	1,579,628
85	1,069,612	1,335,369	1,669,188
90	1,127,003	1,407,019	1,758,749
95	1,184,393	1,478,668	1,848,309
100	1,241,783	1,550,318	1,937,870
105	1,261,035	1,574,354	1,967,914
110	1,280,288	1,598,390	1,997,959
115	1,299,540	1,622,426	2,028,004
120	1,318,793	1,646,462	2,058,048
125	1,338,045	1,670,498	2,088,093
130	1,357,298	1,694,534	2,118,137
135	1,376,550	1,718,570	2,148,182
140	1,395,803	1,742,606	2,178,227
145	1,415,056	1,766,642	2,208,271
150	1,434,308	1,790,678	2,238,316

Service rebate structure on Bandwith Leasing:

- The calculation of service rebate will be done on quarterly basis.
- Rebate Structure on the downtime for protected links will be as follows:

TABLE-V:

SN.	Availability	Rebate on QRC (%)
1.	Upto 99.5%	0
2.	Below 99.5% & Upto 98%	1.0
3.	Below 98% & Upto 97%	1.5
4.	Below 97%	2.0

3.3.17 The last 4 digits of the CUG Mobile Connections from 0000 to 9999 should be kept reserved for Railways, to the extent possible, in which Railway will select their numbers as per the Numbering Scheme prevalent in each Telecom circle in India. Railways would be provided contiguous numbers in each circle.

3.3.18 Final numbering scheme will be decided at time of implementation of the scheme based on mutual consent. The telecom operator selected through the bidding process, would be required to port all existing CUG numbers to their network at no cost to RailTel.

Some of the users who may be permitted retention of the numbers earlier allotted against a post. Against the requirement of GM/equivalent and above level officers of Indian Railways including any associated unit of Indian Railways, service providers are required to arrange, new Mobile Numbers ending with "0000" in the nearest matching series at no additional cost to Railways or any other unit associated to Railways.

3.3.19 The ISD facility on the Mobile Phones/ Connections should be activated by the Service Provider within one hour of the logging of the request for the same. Firm will also furnish ISD rates in Annexure-X.

3.3.20 Any subscriber of PSTN network or any other cellular, fixed network should have access to any of the subscribers of the CUG & vice versa.

3.3.21 Caller Line Identification shall be provided to all connections free of charge.

3.3.22 As call charges for Telecom facilities are under review from time to time, the benefits of the same shall be passed on to subscribers of the Closed User Group.

- 3.3.23 Other standard facilities available in the network like barring of calls etc. to a certain group of subscribers as requested by Railways from time to time should be possible to be provided.
- 3.3.24 The SIM cards for activation of the mobile connections shall be provided by the bidder free of cost. No activation charges, registration charges and security deposits shall be paid by the RailTel/Railways.
- 3.3.25 It should be possible for each user to see his/her bill details on the website of the service provider using a password.
- 3.3.26 Billing accuracy will be of utmost importance. In case of surrender /closure of any SIM account or handover to another user for want of change of user, the bill on settlement has to be full and final till the period of use. No supplementary bills for the period settled will be entertained under any circumstances and the service provider has to bear the losses, if any, for want of transfer of billing details from various participating circles.
- 3.3.27 The ringback tone on the CUG phones shall have message/caller tune advised by Railways without any additional charges.
- 3.3.28 Number series with sufficient numbers to accommodate future expansions in various categories should be allotted by the service provider.
- 3.3.29 Coordination meeting at Railway Board, Zonal HQ, Division HQ, PU's & other offices should be held every Quarter. RailTel and Telecom Service provider (TSP) should nominate officails for coordination with each unit within the first week of issuance of acceptance letter to TSP.
- Coordination meeting regarding Network and others CUGs issues will be held quarterly between the Sr.DSTE and service provider's representative at Divisional level and CCEs and Service Provider's representative at headquarter level. If the service provider's representative fall to participate in the quarterly coordination meeting then a lump-sum amount of Rs. 5000/- may be deducted from service provider's bills.
- 3.3.30 TSP should provide information regarding user-wise accrued charges & details of voice call & data usage both through online and through app for easy access by each CUG user and coordinators. Railway coordinator should be able to access billing details of all users under his accounting unit for complete period of contract.
- 3.3.31 Incoming & Outgoing Call Data Record (CDR) of crew (LP/ALP & Guards) should be shared in excel format by Telecom Operators, as and when required by Railways for accident enquiries. However, RailTel/Railway will follow the guidelines if any of TRAI and Govt of India.
- 3.3.32 CUG provider should submit report regarding improvement in network one week before the quarterly coordination meetings. In addition, they should also provide details* as given under.

SN	Detail of CUG Numbers	To be Submitted at
1.	PAN India	Railway Board
2.	Zonal & Divisional	Zonal HQ
3.	Divisional	Divisional HQ
4.	PU's/Other individual Organisations	PU's/Other Organisations
5.	Training Institutes	Training Institutes
*Details should also include unit-wise average revenue per user and other details as desired by Railway coordinator.		

- 3.3.33 Sixteen (16) dedicated Service executives as single point of contact (SPOC) to be nominated in 16 zones of Indian Railways across India. They have to ensure and lead all pre-service, Sales & Network Related issues, attending monthly review meetings at Railways division/zone. They may be seated at Railway Zonal HQ for proper coordination.
- 3.3.34 A senior manager level dedicated Single Point of Contact (SPOC) to be nominated for national support for coordinating with Railway Board level and RailTel for all pre & post service support related issues across India and updating the same at Board Level/Railtel HQ at agreed time period/interval. He should also lead all pre and post service related monthly review at Railtel/Railway board with agenda of discussion from Railtel. The service issues led by national SPOC of service provider must include pre on board, post on board and network related issues. He may be seated at one of the assigned Railtel offices in Delhi/NCR as per requirement of Railways/RailTel.
- 3.3.35 Safe custody of SIMs at zero rental will be permitted upto six months and can be extended further on request from authorised signatory of Railways.
- 3.3.36 For Plan A, B & C, stipulated Nos. of SMSs /day to any network and for Plan D unlimited SMSs as stipulated should be allowed. However, any change in TRAI guidelines on above would apply on services provided under this contract. In case the Nos. of SMSs lead to the extra billing owing to any TRAI guidelines, RailTel may reduce the Nos. of SMSs per day/month at its discretion.
- 3.3.37 It shall be possible to send group messages to CUG subscribers at PAN India level, Zonal Level, Divisional Level, PU's Level, Training Institute Level etc. as per RailTel/Railway's requirement.
- 3.3.38 Any change /modifications (decrease) in the tariff announced by the TRAI/ Operator in the market for similar services shall also be passed to all CUG subscriber of Railway automatically.
- 3.3.39 Itemised bill as per Railway requirement for enquiry/other purposes shall be shared by service provider on receipt of written request from authorised signatory of Railways.

3.4 SUBMISSION OF BID:

- 3.4.1 Bid shall be submitted in to parts viz. Technical bid, containing only various documents related with the eligibility criteria etc. but shall not contain any document which may disclose the prices. The second part of the bid shall contain only financial offer. Any document related to financial bid if required to be submitted, the same may also be submitted alongwith the financial offer only.
- 3.4.2 The Technical Bid shall contain the documentary proof for eligibility criteria and complete technical proposal. The bid should include technical proposal with full details including description of services so as to enable technical assessment of the proposal. The technical bid must be submitted in a structured manner. The technical portion of the proposal should comprise of the following in that order: -
- A letter of authority/Power of Attorney duly signed by an authorized signatory including Board resolution and POA trail.
 - A brief covering the technical specifications of the service provider's / operator's network. (i.e. executive summary.) A detailed document on the service provider's network in terms of reliability & efficiency must also be submitted along with the bid.
 - Technical documentation i.e. Product brochures, leaflets, manuals etc.
 - Delivery and implementation schedule.

- e. Deviation / Nil Deviation Certificate as per Annexure-IV.
- f. Address and contact telephone numbers of the Contact/Customer Care Centres for the services proposed to be provided to Railways.
- g. The original RFP document, addendum & corrigendums issued by this office digitally signed.
- h. All technical information required to be submitted against various clauses of the RFP.
- i. The proposal shall be signed by the authorized person with the seal of the company on each page or should have been signed digitally.

3.5 SITE VISIT AND VERIFICATION OF INFORMATION:

3.5.1 Bidders are encouraged to submit their respective bids after visiting the sites relevant for the purposes of completion of Scope of Work of the Project and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, regulations and any other matter considered relevant by them.

3.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from RailTel;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of RailTel relating to any of the matters referred to in Clause 2.11.1 above;
- iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.11.1 hereinabove necessary and required for submitting an informed Bid, execution of the Scope of Work of Project in accordance with the Bidding Documents and performance of its obligations/compliance with all of the requirements, as set out under the Bid Documents;
- v. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.11.1 hereinabove shall not be a basis for any claim for compensation, Damages, extension of time for performance of its obligations, loss of profits etc. from RailTel, or a ground for termination of the Agreement by the Contractor;
- vi. acknowledged that it does not have a Conflict of Interest; and
- vii. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.5.3 RailTel shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by RailTel.

3.6 QUALITY OF SERVICE/SLA

The bidder shall enter into an agreement with RailTel for providing the Service Level Guarantee as per TRAI stipulations. Quality of Service reports as per the parameters as stipulated by TRAI should be submitted as per standard TRAI format on quarterly basis. For ensuring the QoS parameters.

3.7 VALIDITY OF CONTRACT:

The validity of the contract will be for three years further extendable for one years on the discretion of RailTel.

3.8 VARIATION CLAUSE:

- a) RailTel reserves the right to order any number of Mobile (cellular) Connections as may be required at the time of work order and increase or decrease subsequently by giving 15 (Fifteen) days notice. The approximately the variation may be +/-30%
- b) Number of subscriber in each slab should normally be taken (+/-) 25% of the projected numbers. Variation of quantity from 125% to 140% will be at 2% rebate, above 140% to 150% with 4% rebate and beyond 150% the rates shall be decided on the basis of negotiations.

3.9 AWARD/SIGNING OF CONTRACT AND ISSUE OF POs:

On completion of the selection process, RailTel will enter into a contract agreement with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. A Joint Working Order (JWO) on mutually agreed terms would be entered into between RailTel, Railways & the successful bidder. Broadly RailTel's responsibilities would be overall operation of the contract including liaisoning with the selected bidder(s) for rate adjustments, matters related to QoS etc. Railway's responsibility would be limited to deal with the successful bidder/their representative(s) for requirement of CUG connections, payment of bills & other day to day matters etc. (Format of contract agreement enclosed as Annexure-III of chapter-9) with the selected bidder(s). The final contract would be in a format as follows and the following documents would be included as part of the final contract.

- i) This Tender Document and all the issued addendum/ corrigendum.
- ii) The bidder's proposal in response to this tender and clarifications made in course of the evaluation including all Annexure and supporting documents.
- iii) An implementation plan identifying the tasks to be completed, the assigned responsibilities and the schedules competition dates.

A Letter of Intent/Acceptance (LoI/LOA) will be issued in writing by RailTel to the successful bidder(s) on the rates accepted and agreement be signed with the bidder(s). RailTel shall be the sole judge in the matter of award of contract and the decision of RailTel shall be final and binding. The agreement shall be for a period of Three (3) years with the provision for further extension by one more year. Against Requirement of Railway Board, Zonal HQ, Division HQ, PU's, PO will be issued from RailTel. Firm will not entertained requirement forwarded from other than RailTel. Final Purchase Order for the CUG connections would be placed by RailTel as per terms & conditions of the contract and signing of JWO between the three parties.

3.10 TIME SCHEDULE:

The bidder will be required to supply SIM Cards as per the following schedule:

- a) Existing CUG connections: In case of new service provider, all existing CUG numbers shall be ported within 30 days of issue of date of Purchase Order. In case of existing service provider, services as per new contract shall be enabled with in 15 days of issue of LOA.
- b) New CUG connections: SIM including enabling of services for new additional CUG connections as per the quantity mentioned in LOA shall be provided within 30 days from the date of placement of Purchase order for the first time. Subsequently, as and when requirement is placed onto the firm, the same shall be provided within three (3) days of

placement of order. However, in special circumstances the connection should be provided within 24 hours on Railway's specific request.

- c) Order for the CUG connections would be placed by RailTel as per terms & conditions of the contract and the JWO signed between the three parties.
- d) Any service activation on CUG mobile shall be done within 48 hours of submission of request by authorised Railway/RailTel/Other unit (as the case may be) signatory. The activation of the same shall not be linked to any other issue by service provider.

Telecom Service Provider shall provide a list of well-defined time frame for various activities like issue of new SIM, activation of various types of services etc. There shall be provision in contract regarding Activation/Deactivation of any type service, only by authorized Railway Representative and Telecom Service Provider shall also send confirmation of activation to the registered email-ID. Incase of multiple violations, maximum 1% penalty of the monthly billed amount for the respective Zone/Divisional HQ/PUs shall be imposed (in addition to penalty of 15% for poor network).

- e) Multiple violation means violation of time frame for activation/deactivation of various services which are agreed in contract/mutually agreed. Any deficiency in service delivery as per the initially agreed timeline on more than 10 occasions in a month would be considered as multiple violation. Penalty of Rs. 100/ per violation will be imposed as penalty subject to maximum of 1% of monthly bills of that billing unit.

3.11 INSTALLATION AND ACCEPTANCE:

The bidder shall be responsible for delivery of the requisite SIM Cards as specified in the purchase order and making them fully operational at no additional charge within the time period as specified in tender or the duration committed by the bidder, whichever is earlier. If the bidder fails to deliver the required services under the contract within the stipulated time schedule or by the date as extended by RailTel, it will be construed as breach of contract and suitable liquidated damages will be levied as per tender.

3.12 WARRANTY AND SERVICES AVAILABILITY PENALTY:

- a) The bidder is supposed to provide smooth connectivity for voice as well as data services at various locations of Indian Railways in India. The bidder must sign Services Level Agreement (SLA) to provide minimum service availability of 98% at Zonal Level. To substantiate SLA figure, service provider shall submit a copy of circle wise monthly report submitted to TRAI. The bidder must submit detail of any other mechanism and reports that will enable RailTel to monitor the SLA.
- b) All the data and voice traffic, arising out of all CUG users, shall be given highest priority QoS wherever technology is available for the same.
- c) The successful bidder shall also ensure Quality of Service as stipulated by TRAI regulations on Quality of Basic mobile services from time to time, and shall submit quarterly report accordingly, as per the latest TRAI format.

TSPs shall provide QoS as per TRAI guidelines reports every quarter to indicate parameters values along with compliance. These parameters shall be part of Contract agreement for the field units to ensure satisfactory quality of service. A maximum penalty of 2% of monthly bill shall be charged each month for not meeting Call Setup Success Rate (CSSR) and Drop Call Rate (DCR) standards of TRAI. For this, the TSPs must share details of Cell IDs catering the CUG services for Railways.

3.13 UNSATISFACTORY PERFORMANCE

RailTel shall have the sole and discretionary right to assess performance(s) of the services offered by the bidder and RailTel, without any liability whatsoever, either direct or indirect, may reject the services provided by the bidder, in part or in its entirety, without needing to offer any explanation to the bidder, either during the pre and/or post test period should the same be unsatisfactory and not be to the acceptance of RailTel in terms of quality clauses.

3.14 TERMINATION CLAUSE

If the services are not found satisfactory or any other reason which compels RailTel/Railways for termination of agreement, RailTel can terminate the service agreement by giving three months notice in advance to the other party. In case, the bidder stops service without notice, RailTel has the right to encash the performance Bank Guarantee (PBG).

3.15 TECHNICAL LITERATURE AND BROCHURE

One set of detailed technical literature shall be submitted in English along with the bid. The literature shall contain detailed specification and information about all the modules of the service. The technical literature will be used to compare the specifications of the offered services vis-à-vis the required specification mentioned in this tender.

3.16 PAYMENT TERMS & PAYING AUTHORITY

- a. Bidder shall issue a valid tax invoice to concerned Railway Unit/PU's/PSU's containing services Recipient GST Number for availing proper credit of CGST/SGST/UTGST/IGST in case of award of contract. GST Amount will not be reimbursed in absence of valid Tax Invoice.
- b. For all the taxable supplies to be made by the successful bidder, bidder shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- c. If the successful bidder fails to comply with any of the above, successful bidder shall pay to buyer/service recipient any expense, interest, penalty as applicable under GST Act.
- d. In case of incorrect reporting of the supply/services made by the successful bidder in the relevant return, leading to disallowance of Input Credit to buyer/service recipient, bidder shall be liable to pay applicable interest under the GST Act to the credit of buyer/service recipient. The same provision shall be applicable in case of debit/credit notes.
- e. Wherever the law makes it statutory for the Buyer/Service recipient to deduct any amount toward GST at sources, the same will be deducted and remitted to the concerned authority.
- f. Billing unit shall be Zones, Divisions and other billing units as defined by Zonal Railways and RailTel as per their convenience.

Payment for the CUG connection in the Zonal/Divisional HQ/Production units of Indian Railways will be made to the selected bidder at end of each calendar month after enabling the services as per terms & conditions of the JWO signed between all the three parties, on submission of consolidated bill (along with details) to the bill paying unit. Normally service provider shall provide a portal to download the bill for processing/communicate through e-mail to the concerned. However, hardcopy of the bill if still required by some concerned shall also be provided by the firm.

The bills will be dispatched at each of the Railway locations in India as per the JWO. The payment of the bills will be done on monthly basis assuming 30 days in a month and will be adjusted with the next invoice.

Apart from giving the bill in CD, all bills should be made available online to authorized representative at Division/Zone/Board Level for easy access.

3.17 TAX VARIATION:

Any changes in the statutory taxes & duties during the contract period shall be on RailTel account with in the original DOC. Beyond DOC, any increase in statutory taxes & duties shall be on RailTel's account only when the delay is on account of RailTel. However, benefit of any reduction in Taxes/Duties will be passed on to RailTel.

3.18 COMMERCIAL TERMS:

The successful bidder shall pay a management fees @6% (taxes extra as applicable) with yearly advance to RailTel. The full yearly payment against the initial ordered SIMs for the year at the discovered rates shall be payable within three months of issue of such PO by RailTel. The pro-rata management fee shall be payable to RailTel at the end of each quarter against the subsequent POs issued during the immediate preceeding quarter. The delay in release of P.O. by bidder for this payment and/or delay in release of this payment beyond three months shall attract a payment of interest @ 15% per annum. (e.g. if PO is issued for services to be operational w.e.f. 1st January of an year, the payment of management fee shall have to be released by 31st March of the same year to avoid payment of interest) However any delay on account of RailTel shall not be considered for the payment of interest.

3.19 TRAINING: Deleted

3.20 LONG TERM MAINTENANCE SUPPORT/AMC: Deleted

3.21 SPLITTING OF QUANTITY:-

Deleted

3.22 Deleted

3.23 MAKE IN INDIA CLAUSE

Public Procurement (Preference to Make in India): Applicable only for all Global tenders & for all tenders where the minimum local content shall be 50% & tenders valuing above Rs. 5 Lakhs.

The provisions of Public Procurement (Preference to Make in India), Order-2017 dt. 15.06.2017 is applicable.

3.23.1 (a) Local content: The minimum local content shall be 50% or as indicated in the tender enquiry.

(b) Margin of Purchase Preference: The margin of purchase preference is 20%.

(c) Fee for complaints: Fee for filing a complaint under the order shall be Rs.10,000/- per case. The complaint shall be filed in the office of the Director RailTel. The fee shall be deposited with the office of the Director Finance/RailTel Corporation of India Limited, New Delhi.

3.23.2 Verification of local content:

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs.10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- c. False declarations will be in breach of the Code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A Supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.
- e. Debarment of bidders: In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on CPPP so that ongoing procurements are not disrupted.

3.23.3 Requirement of Purchase Preference: Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs.50 Lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs.50 Lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.
- b. In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In procurements of goods not covered by sub-paragraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier; the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

- 3.23.4 Exemption of small purchases: Notwithstanding anything contained in Para 3.32.3, procurements where the estimated value to be procured is less than Rs.5 Lakhs is exempted.

3.24 EARNEST MONEY DEPOSIT (EMD)

Upto 31.12.2021 The bidders are required to deposit only Bid security declaration placed as "Annexure-XII". No EMD is required to be submitted by the bidders. Accordingly all the following EMD clauses should be interpreted as per the statement included herein where only "Bid Security declaration" is required to be submitted.

- 3.24.1 EMD of amount as mentioned on the NIT (notice inviting tender) shall be furnished in the form as stipulated in tender notice (Online).
- 3.24.2 Any bid not accomplished with a valid EMD shall be summarily rejected.
- 3.24.3 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Letter of Acceptance (LOA) and fails to furnish performance bank guarantee (security deposit) in accordance with Security Deposit clause.
- 3.24.4 Offers not accompanied with valid Earnest Money shall be summarily rejected.
- 3.24.5 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 3.24.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the Advanced purchase order satisfactorily and furnishing the performance bank guarantee in accordance with Security Deposit clause.
- 3.24.7 Earnest Money will bear no interest.
- 3.24.8 For Micro and Small Enterprises (MSEs)
- i) Certain benefits/preferential treatment shall be extended to the registered MSEs as per guidelines issued in the latest notification of Ministry of MSME/ Government of India.
 - ii) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
 - iii) The MSEs must also indicate the terminal validity date of their registration.
 - iv) Failing ii) and iii) above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

3.25 For NSIC registered Firm

1. For small scale units registered with NSIC under single point registration Scheme and having MSME certificate and participating in this tender enquiry, following exemptions are available: -
 - (i) They are exempted from cost of tender documents.
 - (ii) They are also exempted from depositing Earnest money.

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

2. No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee.
3. The participating MSEs in a tender, quoting price within the band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their prices to the L1 price, in situation where L1 is from someone other than an MSE. Such MSEs shall be allowed to supply up to 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

NOTE:

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 MoSME."

The bidders claiming the preference have to submit relevant documents prescribed under relevant order.

3.26 UPDATION OF LABOUR DATA ON RAILWAY'S SHRAMIKKALYAN PORTAL

- A. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
- (a) Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____Month, _____Year."

3.27 CLARIFICATION REQUESTS:

It is solicited that the written queries/ clarifications may be sent to RailTel's office or through e-portal latest by the date as indicated in the Bid Data sheet (BDS) through e-mail to with copy to (as per format given in Annexure-V of chapter-9) & hard copy by e-mail. All relevant clarifications sought will be addressed during the pre-bid meeting.

3.28 LIMITATION OF LIABILITY:

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

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

3.29 CARE IN SUBMISSION OF TENDER:

- 3.29.1 Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 3.29.2 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 3.29.3 In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, RailTel shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- 3.29.4 Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to RailTel at any stage Of the contract.

3.30 REPLACEMENT SERVICES: Deleted

3.31 REJECTION AND RETURN OF BIDS

- 3.31.1. RailTel can reject any or all of the bids as per requirement of RailTel. The documentation uploaded/ submitted by the bidder shall not be returned. RailTel at its sole discretion, may not award any order under the present tender. RailTel shall not pay any costs incurred towards preparation and submission of the bid or any other expenditure in this regard. If a bidder gives wrong information in their bid, RailTel can reject such bid at any stage or to cancel the contract if already awarded, and forfeit the Earnest Money Deposit/Performance Bank Guarantee/Security Deposit.
- 3.31.2. Canvassing in any form in connection with the tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.
- 3.31.3. If, a bidder has a relation or relations employed in RailTel, the authority inviting the bids shall be informed of the fact along with the offer, failing which RailTel, at its sole discretion, may reject the bid or cancel the contract and forfeit the Earnest Money Deposit/Performance Bank Guarantee/Security Deposit.

3.32 DISCLAIMER

The tender document is not an offer by RailTel, but an invitation for bidder responses. No contractual obligation whatsoever on behalf of RailTel shall arise from the tender document process unless and until a formal contract is signed and executed by duly authorized officers of RailTel and the bidder(s).

3.33 CONFIDENTIALITY

This document contains information confidential and propriety to RailTel. Additionally, the bidder will be exposed by virtue of contracted to internal business information of RailTel. Disclosure of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract and or legal action against the bidder for breach of trust.

No news release, public announcement, or any other reference to this TENDER DOCUMENT or any program there under shall be made without written consent from RailTel.

All information pertaining to this TENDER DOCUMENT and the current operations, capabilities, products and clients of RailTel which the bidder may learn as a result of preparation of a response to this TENDER DOCUMENT, or in the course of any ultimate contract negotiation, is propriety and confidential information.

3.34 PROPOSAL PROCESS MANAGEMENT

RailTel would accept, reject any or all proposals, to revise the tender document, to request one or more re-submissions or clarifications from one or more bidders, or to cancel the process in part or whole. Each party shall be entirely responsible for its own costs and expenses incurred while participating in the tender document and subsequent presentations, demonstrations and trials, and contract negotiation process.

3.35 AUTHORIZATION TO BID

Responses by a bidder to this tender document should represent a firm offer to contract on the terms and conditions described in the bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of offer commitment with the accompanying signature of the official and submit the copy of power of attorney/authority letter authorizing the signatory to sign the bid. Bidder's Board resolution along with trail of POA shall be submitted.

3.36 LIQUIDATED DAMAGES

3.36.1 If there is any delay in the implementation of the system due to bidder's fault from schedule furnished by the bidder and accepted by RailTel, RailTel/ Railway will recover 0.5% of the value of the Purchase Order from the bidder for each week of delay. The recovery will be subject to an upper limit of 10%.

3.36.2 For purpose of calculations of penalty, value of the PO will be taken as Annual Rental (12 months) for the number of connections, for which the PO would be placed on the successful bidder.

3.37 CHANGE OF OWNERSHIP OF FIRM

In the event of the bidder's company or the concerned division of the company being taken over/bought over by another company, all the obligations and liabilities under the agreement with RailTel shall be passed on for compliance to the new company in negotiations of their transfer.

3.38 CREDENTIAL VERIFICATION:

- 3.38.1 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.
- 3.38.2 The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-II. Non-submission of an affidavit by the bidder shall result in summary rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- 3.38.3 The RailTel 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, 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 shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- 3.38.4 In case of any wrong information submitted by the 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 entire RailTel for 5 (five) years.

3.39 FUNDAMENTAL PRINCIPLES OF PUBLIC BUYING

- 3.39.1 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.
- 3.39.2 "Bidder" (including the term 'tendered', '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.
- 3.39.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or

- 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

3.39.4 The beneficial owner for the purpose of (iii) above will be as under:

- i) 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 percent 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;
- ii) In case of a partnership firm, the beneficial owner is the natural persons(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;
- iii) 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;
- iv) 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;
- v) 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.

3.39.5 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.39.6 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 Competent Authority.

3.39.7 The said instructions will not apply to the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Govt. Of India is engaged in development projects. Updated list of countries to which line of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of external affairs

3.39.8 The bidder has to submit the Certificate/Undertaking as per the format given in chapter-9 as Annexure-VI with Tenders

3.40 COMPLIANCE & DEVIATION STATEMENTS:

Compliance statement for acceptance of all the Instructions & Conditions shall be enclosed by the tenderer with the offer along with the technical literature and other

documents in support of relevant clauses. Deviation statement as per format (Annexure-IV), if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

3.41 ADDENDA / CORRIGENDA:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on e-Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

3.42 AMBIGUITY:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing.

3.43 INTEGRITY PACT PROGRAM:

RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs.15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel/REL will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel/REL before or along with the bids.

- a) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMNs) through the nodal officer, i.e. Chief Vigilance Officer (CVO), RailTel.

Name of IEMs and contact details:

1. Mrs. Vijaya Kanth E-Mail: vkanthmrl2003@yahoo.com
2. Sh. Vinayaka Rao Turaga E-mail: tvrao56@gmail.com

Name & contact details of Nodal Officer (IP) in RailTel:

Chief Vigilance Officer
RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: cvo@railtelindia.com

- b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- c) Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- d) The 'Integrity Pact' shall be submitted by the Bidder duly signed in all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received

without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-9 of this tender document (Annex-VII).

- e) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.
- f) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dt. 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dt. 13.01.17 or the latest updated from time to time shall be followed.



CHAPTER-4

TECHNICAL REQUIREMENTS & SPECIFICATIONS

As described in chapter-3.



Section-II
Chapter 5

OFFER LETTER

RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023

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/ upto 31.3.2022 from the date of opening of tender and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various requirements of the tender at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work/delivery of “.....” within the time period as specified in the tender. 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/works/supplies laid down by RailTel.
2. A sum of **Rs** through **e-Portal/**_____ herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **30 days** after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.



Chapter-6

INSTRUCTIONS TO THE TENDERERS

For E-Tendering bids /information by bidders is to be submitted "Online" on e-Procurement Portal <https://www.ireps.gov.in> Any document / information pertaining to this chapter will have to be submitted by the bidder on line. The digital signature of the tenderer on the e-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents, unless special deviation is quoted by the tenderer in the technical & commercial deviation templates.

PLEASE NOTE

ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS, IF ANY, SHOULD BE MARKED AS NIL.

PLEASE READ CAREFULLY THE SCHEDULE OF REQUIREMENTS, INSTRUCTIONS TO THE TENDERERS, GENERAL & SPECIAL TENDER CONDITIONS, STANDARD CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS OF SCHEDULE OF REQUIREMENTS BEFORE uploading THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEB SITE 'www.railtelindia.com' OR FROM THE e-Procurement Portal <https://www.ireps.gov.in>,

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

The Tender document consists of the following:-

Notice Inviting Tender

Section 'I' (Variable)

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

Section 'II' (Fixed)

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Proforma for Performance Bank Guarantee

Chapter 10 Check List

6.1. Offer Letter

6.1.1 The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

6.1.2 Bidders should enclose their credentials including supply of equipment/material to Reputed Telecom Operators and Government/PSUs. (Proforma to be enclosed)

6.2 Instructions for Tender Document to the tenderer

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

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

6.3 Submission of Offers and Filling of Tender:

This e-tender should be duly submitted online using e-Procurement Portal <https://www.ireps.gov.in>

- a. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- b. The Tenderer should avoid over writings and corrections. However, if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction / over writing should be properly attested by the Tenderer at every correction.
- c. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- d. Tenderers are requested to go through the Standard Conditions, Special Conditions, Instructions to Tenderers, General Conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).

6.4 Earnest Money Deposit (EMD):

The tenderer shall deposit earnest money as per NOTICE INVITING TENDER/BID DATA SHEET along with the tender through e-Portal. No bank guarantee for EMD is accepted. Earnest Money of unsuccessful tenderers shall be returned after finalization of contract and that of successful tenderer after conclusion of Contract and securing Security Deposit.

6.5 Security Deposit/Performance Bank Guarantee:

The successful tenderer shall submit 3.0% of total value of the stores/services detailed in the Acceptance Offer towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of Advance purchase order/Sub Purchase Order as per under mentioned item (i) & (ii), 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/APO/SPO, from any scheduled bank for due fulfillment of contract as per the details given below:

- i) Security Deposit/Performance Bank Guarantee of 3.0% of total value of the stores/services is required to be submitted within 30 days of issue of Rate Contract/APO. The PBG should be valid for a period 3 months beyond warranty period from the date of issue of APO to cover Validity of Advance Purchase Order, delivery period and Warranty period.

- ii) Security Deposit/Performance Bank Guarantee of 0.0 % of Sub PO value of the stores/services is required to be submitted within 30 days of issue of Sub PO with validity of 3 months beyond warranty period.

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

Note:

- 1) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in 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.
- 2) Any performance security upto a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) In case of submission of Security Performance in form of FDR then lien should be created in favor of "RailTel Corporation of India Ltd".

6.6 No Interest on Earnest Money and Performance Security:

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

6.7 Fax Quotations & Late Tenders:

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

6.8 Deleted

6.9 Attendance of Representatives for Tender Opening:

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

6.10 Other Particulars to be enclosed along with tender:

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

- i) Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.

6.11 Rate, Taxes and Duties: -

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

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

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

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

6.12 Excise Duty: Deleted

6.13 GST related clause:

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

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

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

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

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

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

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

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

6.13.3 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.

6.13.4 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST, SGST, IGST, UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

6.13.5 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.

6.13.6 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

6.13.7 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay

applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

- 6.13.8** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST,SGST,IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.13.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
- 6.13.10** In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.13.11** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 6.14 In case of imported equipment: -**
Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- 6.15** The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.
- 6.16 Validity:** Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.
- 6.17 Evaluation Criteria:**
- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.
 - ii) Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST,SGST,IGST,GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.

On reverse charge by RailTel, wherever applicable.

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

6.19 Compliance & Deviation statements:

Compliance statement for acceptance of the Technical Specifications (Chapter4) and Instructions & Conditions (Chapter3, Chapter 6, Chapter 7 and Chapter 8) shall be enclosed by the tenderer with the offer along with the technical literature of the material and other documents in support of relevant clauses. Deviation statement, if any, (Chapter-wise and Clause-wise) from these technical Specification & Tender conditions should also be submitted wherever tenderer wishes to deviate from these conditions.

6.20 Tenderer's Comments:

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

6.21 Deleted

6.22 Tax deducted at Source:

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

6.23 Addenda / Corrigenda:

Addenda / Corrigenda to the tender documents may be issued by RailTel prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions or in the design. Such addendum/corrigendum shall be available on e-Portal only. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

6.24 Ambiguity:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/ conditions or if any additional information required, the matter should immediately be referred to RailTel in writing.

6.25 Bid submission & Opening (On Line only)

6.25.1 EMD and cost of tender document should be Submitted through e-Portal. Bids without EMD and cost of tender document will be summarily rejected.

6.25.2 The bid should be submitted online with all the required documents and Annexures mentioned in the tender along with supporting documents. All the documents, Annexures and supporting documents should be duly signed and stamped. The bid should consist of following:

1. Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.Board Resolution alongwith trail of POA shall be submitted.
2. Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
3. Compliance statement for acceptance of Technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).
4. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).

5. Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 6.10 Chapter 6.
6. Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 1.

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

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



Chapter 7

7.0 GENERAL TENDER CONDITIONS

7.1 Acceptance of the Offers: -

RailTel is not bound to accept the lowest or any offer and reserves to itself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

7.2. Quantity to be ordered:

- a) The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the APO/LOA/Sub PO as indicated in SOR Chapter 2 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the APO/SPO/PO. Any such change in value/quantity shall have no impact on the rates mentioned in the APO/LOA/Sub PO for any such item.
- b) RailTel will enter into Rate Contract with the successful firm to whom the contract is awarded for catering of requirement of Equipment. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment detailed in SOR, as per requirement. The total variation under Rate Contract +/- 30% of contract value shall be restricted for these SOR items. The supplier shall have to supply material against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders.

7.3 Deleted

7.4 Payment Terms:

Payment will be done after submission of the following documents:

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

In case of "Supply Only"

100% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.

In case of "Supply and Installation"

- a) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.
- b) Balance 20% of value of the part supply on successful installation & commissioning at site. Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then

20% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year.

7.5 Inspection:

- 7.5.1 The supplier/manufacturer shall give a call for inspection within six weeks of issue of Sub PO when the material is ready to be supplied and ready for inspection. The Inspection shall be carried out at supplier's/Manufacturer's facility in India by the Inspecting Authority. The supplier shall make available for inspection all types of equipment's in sufficient numbers so as to create a test setup for carrying out various tests as per the approved test plan and test setup. If equipment is imported, equipment required for test setup only shall be brought to India in the first lot. Balance material shall be dispatched only after inspected material has been cleared and inspection certificate issued.
- 7.5.2 The supplier/manufacturer shall submit along with inspection call the details of test procedures, test programs, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 7.5.3 In case material/equipment fails during inspection, the fresh lot of same material/equipment shall be offered without any extra cost, by the manufacturer/supplier. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's / supplier's account/cost.
- 7.5.4 Inspection of the material including that of raw material if deemed required shall be conducted by approved Govt. inspecting authority of repute like RITES /RDSO/CIPET or any other agency /representative authorized by RailTel in exceptional circumstances, at the firm's premises. The inspection shall be conducted by inspecting authority as per required test procedures /test plan for ensuring that the material offered meets the required specifications.
- 7.5.5 The material should be offered for inspection within six weeks of issue of purchase order. Travelling, lodging and boarding expenses of RailTel representative and charges for third party inspection if any shall be borne by RailTel, but necessary facilities to carry out test /witness inspection shall be provided by the manufacturer/supplier, free of cost.
- 7.5.6 The manufacturer shall maintain stock register (receipt, issue and balance) and defect records for the raw material. The defect records shall be in standard formats and it shall be compiled on a daily/ weekly/ monthly basis and it shall be analysed. "NIL" Report shall be segregated from the accepted material. First-in First-out concept shall be implemented in foolproof manner. The batches of the raw material shall be identified and traceable. All relevant documents necessary to ensure trace-ability shall be maintained. The raw material shall be protected from direct exposure to sunlight, moisture, water ingress and heat etc.
- 7.5.7 Finished products shall be tested 100% by the factory QC personnel before being offered to RailTel for acceptance to ensure that it meets all quality requirements as per the relevant specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

7.6 Terms of Delivery:

- a) Mode of dispatch should be by road / reputed courier / in person through the authorized representative of the Tenderer.
- b) Tenderer shall submit the offer clearly on CIP destination basis.
- c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

7.7 Delivery Schedule

- The tenderer should note the required delivery schedule of RailTel given in the tender schedule /offer form and quote accordingly. Vague Delivery terms must be avoided and if quoted, will be taken as commercially unresponsive to RailTel's requirement.
- Time and the Date of delivery as specified in tender schedule /offer form is the essence of the Contract. However, extension of Delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with or without Liquidated damages and Denial Clause as per Standard conditions of Contract.
- Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to half per cent of the price of any Stores/services (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such Stores/services may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract.

7.8 Marking of Material Supplied:

The tenderer should agree to indicate the Manufacture's Name, Month and Year of manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.

7.9 Procurement from Manufacturers Authorized agents / Distributors:

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

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

- Direct dispatch from the premises of the manufacturer to the consignee.
- Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.

7.10 RailTel Region's details:

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

SN	Region	Regional offices	Addresses	States
1.	Northern Region	New-Delhi	Regional General Manager 6th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.	Haryana, Rajasthan, Uttar Pradesh, Delhi, Jammu & Kashmir, Punjab, Madhya Pradesh, Himachal Pradesh, Uttaranchal.
2.	Eastern Region	Kolkata.	Regional General Manager. 3rd Floor, Chatterjee, International Centre, 33-A Jawaharlal Nehru Road, Kolkatta-700071.	West Bengal, Orissa, Bihar, Madhya Pradesh, Chhattisgarh, Jharkhand, Assam, Tripura, Meghalaya, Manipur, Mizoram, Arunachal, Nagaland.
3.	Southern Region	Secunderabad	Regional General Manager 2nd Floor B-Block, Rail Nilayam,	Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Pondicherry.

			Secunderabad-500071.	
4	Western Region	Mumbai	Regional Manager Western Microwave SenapatiBapat Marg, Mahalaxmi, Mumbai-400013.	General Railway Complex, Gujarat,Maharashtra,Karnataka, Rajasthan, Madhya Pradesh, Goa.

7.12 The requirement of the Tendered Stores/services may be at any location within the Region indicated in clause 7.11.

7.13 Purchaser's right to accept any Bid and to reject any or all Bids:

The Purchaser reserves the right to accept or reject any bid, to annul the process at any time prior to award of contract and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

7.14 Issue of Confirmed Supply Orders:

RailTel will issue the Supply Orders within validity period of contract Agreement/Advance Purchase order.

7.15 Force Majeure Clause:

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

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

RAILTEL
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Undertaking

Chapter 8

STANDARD CONDITIONS OF CONTRACT

8.0 Definitions and Interpretation.

8.0.1 In the Contract, unless the context otherwise requires;

8.0.2 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

8.0.3 "Consignee" means where the Stores/services are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores/services are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the Stores/services are required by the acceptance of tender to be delivered in the manner therein specified.

8.0.4. "Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

8.0.5. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract;

8.0.6. "The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the Stores/services;

8.0.7. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

8.0.8. "Government" means the Central Government or a State Government, as the case may be;

8.0.9. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of Stores/services or work under the contract and includes his authorized representative;

8.0.10. "Material" means anything used in the manufacture or fabrication of the Stores/services

8.0.11. "Particulars" include-

(a)"Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by RailTel-incharge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

(b) Drawings

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

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

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

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

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

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

8.0.13. " The Purchaser "means RailTel Corporation of India Limited with its corporate office Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 acting through Chairman &Managing Director or his authorized officer.

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

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

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

8.0.17. "Supply Order" means an order for supply of and includes an order for performance of service;

8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;

8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;

8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.

8.0.21. The delivery of the Stores/services shall be deemed to take place on delivery of the Stores/services in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to

- (a) The consignee at his premises; or
- (b) Where so provided the interim consignee at his premises, or
- (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or

- (d) The consignee at the destination station in case of contract stipulating for delivery of Stores/services at destination station.

8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.

8.0.23. Deleted

8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.

8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.

8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents'

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

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

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

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

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

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

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

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

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

- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

8.2.0. Quotations of rates by Contractors

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

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

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

8.3.0. Contract.

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

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

8.4.0. Security Deposit.

- 8.4.1. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 30 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum as detailed in the contract for which the tender has been accepted, as a security for the due fulfillment of the contract.

- 8.4.2. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -
- (a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or any person contracting through the Purchaser or otherwise howsoever, or
 - (b) To cancel the contract or any part thereof and to purchase or authorise the purchase of the Stores/services at the risk and cost of the Contractor and in that event the provisions of Clause 8.6.2 shall apply as far as applicable.
- 8.4.3. No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.
- 8.4.4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

8.5.0. Delivery.

- 8.5.1. The Contractor shall as may be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the Stores/services detailed therein and the Stores/services shall be delivered not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the Stores/services are inspected and accepted by the Inspecting Officer as provided in the contract.
- 8.5.2. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.
- 8.5.3. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the Stores/services shall not pass on to the Purchaser until the Stores/services have been received, inspected and accepted by the consignee.
- 8.5.4. No stores/services shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

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

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

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

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

- (a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any Stores/services (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such Stores/services may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or
- (b) Cancel the contract or a portion thereof and forfeit the security deposit or encash performance bank guarantee.
- (c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the Stores/services not so delivered or others of a similar description (where Stores/services exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

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

Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on the account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of failure to deliver the Stores/services within the period fixed for such delivery in the contract or extended within Nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within Nine months from the date of cancellation of the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall not be necessary for the purchaser to serve a notice of such purchase to the contractor.

8.6.2.1 Termination for Default—

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

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) In case of any of the above circumstances the RailTel shall pay the supplier for all products and services delivered till point of termination as per terms and conditions of the contract. However, any recovery and losses occurred to RailTel will be recovered from Contractor up to the value of contract.
- e) If 10% or more equipment found to be failed frequently again and again, the bidder may be barred for participating in the tender for a period of two years besides the above penalties to be imposed. Railtel keeps the right to terminate the contract in case of poor performance of quality and reliability of product supplied.

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

- (i) require the Contractor to replace the rejected Stores/services forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced Stores/services but without being entitled to any extra payment on that or any other account, or
- (ii) Cancel the contract and forfeit security deposit/encash Performance Bank Guarantee.
- (iii) the purchaser authorises the purchase of quantity of the Stores/services rejected or others of a similar description (when Stores/services exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract, or

8.7.0. Extension of Time for Delivery-

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

8.8.0. Deleted

8.9.0. Deleted

8.10.0. Samples.

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

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

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

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

- 8.10.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of Stores/services in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
- 8.10.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.
- 8.10.7. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the Stores/services, if he so desires, submit to the Inspecting Officer for inspection a sample of the Stores/services in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.
- 8.11.0. Risk of Loss or Damage to Purchaser's Property.**
- 8.11.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- 8.11.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
- 8.11.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.
- 8.11.4. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.
- 8.12.0. Facilities for test and Examination-**
- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the Stores/services are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the Stores/services or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.
- 8.12.1. **Cost of Test-** The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay

all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the Stores/services manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

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

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

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

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

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

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

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

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

8.14.0. Responsibility of the Contractor for Executing the Contract.

8.14.1. Risk in the Stores/services- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The Stores/services and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the

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

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

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

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

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

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

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

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

- 8.14.6. **Changes in a Firm:-**

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

8.15.0. Indemnity.

- 8.15.1. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the Stores/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.
- 8.15.2. The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

8.16.0. Packing.

- 8.16.1. The Contractor shall pack at his own cost the Stores/services sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 8.16.2. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the Stores/services are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- 8.16.3. If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.

- 8.16.4. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
- 8.16.5. Each bale or package delivered under the contract shall be marked by the Contractor or at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the Stores/services, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
- 8.16.6. The Inspecting Officer may reject the Stores/services if the Stores/services are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the Stores/services by the Inspecting Officer shall be final and binding on the Contractor.
- 8.16.7. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the Stores/services and the quantity contained in such bale or package.

8.17.0 Notification of Delivery.

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

8.18.0. Progress Reports.

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

8.19.0. Removal of Rejected Stores/services.

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

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

- 8.19.2. All rejected Stores/services shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such Stores/services are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected Stores/services and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such Stores/services at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected Stores/services after the expiry of the time limit mentioned above.
- 8.19.3. The Stores/services that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such Stores/services and other charges refundable as a consequence of such rejection. If the contract placed for delivery FOR station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected Stores/services in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.

8.20.0. System of Payment.

- 8.20.1. Unless otherwise agreed upon between the parties, payment for delivery of the Stores/services will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the acceptance of Tender, by RTGS/NEFT as may be decided by the Purchaser.
- 8.20.2. Payment for the Stores/services or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the mutually agreed terms & conditions, procedure has been agreed to by the Purchaser.
- 8.20.3. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

8.21.0. Withholding and lien in respect of sums claimed.

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 8.24.3 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

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

8.21.3. Lien in respect of Claims in other Contracts

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

8.22.0. Corrupt Practices

8.22.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on

his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.

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

8.23.0. Insolvency and Breach of Contract.

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

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

8.24.0. Laws governing the Contract.

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

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

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

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

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

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.

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

8.25.0. Headings.

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

8.26.0 Settlement of Disputes/ Arbitration

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered maybe entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a

third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

8.27.0. Inspection & Rejection: -

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

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

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

8.28.0 Warranty/Guarantee

8.28.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the Stores/services are faulty.

8.28.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

8.28.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

8.28.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/Stores/services/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

8.28.5 The Contractor also guarantees that the said goods/Stores/services/articles would continue to conform to the description and quality as aforesaid, for a period as

mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/Stores/services/articles may have been inspected, accepted and payment thereof made by the Purchaser.

- 8.28.6 If during the aforesaid period, the said goods/Stores/services/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/Stores/services/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/Stores/services/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/Stores/services/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of Stores/services' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.
- 8.28.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

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

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

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

Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

- 8.29.1. The Contractor shall not dispatch the Stores/services till such time as an extension in terms of para 8.29.0 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the Stores/services are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the Stores/services shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 8.29.0 above.
- 8.29.2. In case where the some or the entire quantity has not been tendered for inspection with in the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 8.29.0above.

8.30.0. Additional Conditions: -

These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers override the later.

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

8.30.1 Additional (Special Conditions):

1. **Purpose of Contract:** The contract, which shall be deemed to be a Rate /Running contract is intended for the supply of the Stores/services of the descriptions set forth in the Schedule to Tender during the period therein specified.
2. **Period of Contract:** Unless otherwise indicated in the schedule, the period of contract shall be one year from the date of acceptance of offer.
3. The Purchaser may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders, called supply orders direct on the Contractor. The Contractor shall deliver or dispatch the full quantity of the Stores/services so ordered by the Purchaser or the Direct Demanding Officer within the period specified in the contract or as mutually agreed to.
4. **Number or quantity contracted for** – subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the Stores/services which will be ordered during the period of the rate contract which is only in the nature of a standing offer from the Contractor. But the purchaser undertakes to order from the contractor all Stores/services as detailed in the contract which he requires to purchase during the period of the contract except that he reserves the right (1) of submitting to competition any supply of Stores/services included in the contract, (2) of placing rate contracts simultaneously or at any time during its period with one or more contractors as he may think fit, and (3) of obtaining from any source any Stores/services referred to in the contract to meet any emergency if the Purchaser (whose decision shall be final) is satisfied that the contractor is not in a position to supply specific quantities within the period in which supplies are required.
5. **Minimum/maximum order value** - The value of any single supply order shall not be less than one unit and not more than the estimated quantity subject to provision of the contract.
6. **Delay or default** in supplies either in part or in full entitles the Purchaser, in addition to other remedies, not to order any further quantities on the contractor even up to any quantities indicated in the contract.

7. Fall Clause:

- I. The price charged for the Stores/services under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells the Stores/services or offers to sell Stores/services of identical description to any person / organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of all Supply orders placed during the currency of the Advance Purchase Order/rate contract is completed.
- II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Stores/services to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores/services supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:
 - (a) Export/Deemed Exports by the contractor,
 - (b) Sale of goods such as drugs which have expiry dates, and
- III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

"I/We certify that there has been no reduction in sale price of the Stores/services of description identical to the Stores/services supplied under the contract herein and such Stores/services have not been offered & sold by me/us to any person/organization including the purchase or any Department of Central Government or any Department of State Government or any statutory Undertaking of the Central or State Government as the case may be, up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the purchaser under the contract except for quantity of Stores/services categorized under sub-clauses (a), (b), of sub-para II above, details of which are as follows: ".

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CHAPTER-9

MISC. PERFORMAS/FORMATS

Annexure-I

Proforma for Performance Bank Guarantee

PERFORMANCE BANK GURANTEEE BOND

(On Stamp Paper of Rs. One Hundred)

(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

1. (Herein after called RailTel) having agreed to exempt (Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No. dated made between and for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. only). We, (indicate the name of the Bank) hereinafter referred to as " the Bank") at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, Bank **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) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the (1) We shall be discharged from all liability under this Guarantee thereafter.

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

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

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 undertaken not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of 2016
for(Indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name



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 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 (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

I/we hereby declare that I/we have downloaded the tender documents from RailTel/TCIL website www.railtelindia.com/ <https://www.ireps.gov.in>

3. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. 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.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. 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 years on entire RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. 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, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tender 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.**



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CONTRACT AGREEMENT FORM

An AGREEMENT made this _____ day of _____ Two thousand and twenty one, between RailTel Corporation of India Limited, 6Th Floor, Block-2, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023, acting in the premises through General Manager or his representative _____ of RAILTEL CORPORATION OF INDIA LIMITED, (a Company with its Registered and Corporate Office at 6Th Floor, Block-2, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023) (hereinafter referred to as 'RailTel') of one part and M/s _____ (Hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for _____, D as per Tender papers at Annexure 'A' hereto the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Tender Papers _____ as per Annexure-C hereto and at an estimated contract value of Rs. _____ (Rupees _____ only).

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

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

Signed and delivered at _____ by Shri _____ for and on behalf of M/s. _____, the contractor within named in the presence of _____

1. Signatures
Date
Name in Block Capitals
Address

2. Signatures
Date
Name in Block Capitals
Address

Signed and delivered at _____ for and on behalf of RailTel by Shri _____ (General Manager/ITP or his/her successor) in the presence of:-

1. Signatures

2. Signatures

Date
Name in Block Capitals
Address

Date
Name in Block Capitals
Address

Annexure 'A': Tender Paper -----

Annexure 'B': Firm's offer . -----

Annexure 'C': Letter of Acceptance /APO/PO/SPO. -----



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COMPLIANCE STATEMENT AND STATEMENT OF DEVIATIONS

- i) We hereby certify that we have read all the terms and condition of the tender including all corrigendum and hereby submit our compliance for each clause of the tender without any pre-condition.
- ii) We hereby submit that there is no deviation offered against any clause of the tender.
- or
- iii) The following are the particulars of deviations from requirements of the conditions of tender. Other than these deviations, we hereby confirm the compliance of all the remaining tender clauses

SN	Clause No.	Deviation Details	Remarks (Including Justification)
1			
2			
3			

Note:

- a) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “**no deviations**”.
- b) The non applicable item among ii) and iii) above must be struck out.

SIGNATURE AND SEAL
OF THE TENDERER

रेलटेल
RAILTEL
A Government of India
Underfaking

Performa for Submitting Pre-Bid Queries

SN	Chapter No.	Page No.	Clause / Sub Clause No.	Clause Description	Query

(Soft Copy also to be submitted in Excel format)

SIGNATURE AND SEAL
OF THE TENDERER

CERTIFICATE/UNDERTAKING TO BE SUBMITTED REGARDING PRINCIPLE OF PUBLIC BUYING ISSUED BY GOVT. OF INDIA.

"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 this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

"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 this bidder is not from such a country or, if from such a country, has 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 this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

SIGNATURE AND SEAL
OF THE TENDERER



PROFORMA FOR SIGNING THE INTEGRITY PACT

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

And

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

Preamble

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

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

Section 1- Commitments of the Principal

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, RailTel within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to provided to Independent Directors on the RailTel Board.
8. If the Monitor has reported to the CMD, RailTel, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, RailTel has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 9: Pact Duration

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

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

Section 10: Other Provisions

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

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

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

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



LIST OF RAILWAY TRACK SECTIONS ON VARIOUS ZONES OF INDIAN RAILWAYS

Railway Zone	RailTel Region	Section	Length (RKM)	Route	% of coverage with signal strength for 3G>--90dBm and for 4G> - 110 dbm	Max. continuous dark zone (mtrs)
CR	West	CSTM-Kalyan Jn.	53	A		
CR	West	Kalyan-Kasara	67	A		
CR	West	Kasara-Igatpuri	16	A		
CR	West	Igatpuri-Manmad	126	A		
CR	West	Manmad- Chalisgaon	67	A		
CR	West	Chalisgaon-Pachora	45	A		
CR	West	Pachora-Bhusaval	72	A		
CR	West	Bhusaval-Badnera	219	A		
CR	West	Badnera-Nagpur	174	A		
CR	West	Wardha-Ballarshah	135	A		
CR	West	Itarsi-Amla	125	A		
CR	West	Amla-Nagpur	167	A		
CR	West	Kalyan-Karjat	47	B		
CR	West	Karjat-Lonavla	28	B		
CR	West	Lonavla-Pune	64	B		
CR	West	Pune-Daund	76	B		
CR	West	Daund-Solapur	188	B		
CR	West	Solapur-Wadi	150	B		
CR	West	Bhusaval-Khandwa	125	B		
CR	West	Wadi-Secundrabad Yard (CR PORTION)	3	B		
CR	West	Wadi-Raichur Yard (CR PORTION)	1	B		
CR	West	Mumbai-Kurla (HBR)	15	C		
CR	West	Kurla-Khandeshwar-Panvel	34	C		
CR	West	Mahim Cord	2	C		
CR	West	Kurla-Trombay	7	C		
CR	West	Pune-Miraj	279	D		
CR	West	Miraj-Kolhapur	47	D		
CR	West	Daund-Manmad	237	D		
CR	West	Diwa-Panvel	26	E		
CR	West	Panvel-Jasai-Uran	26	E		
CR	West	Panvel-Apta	15	E		
CR	West	Apta-Pen	20	E		

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CR	West	Pen-Roha	40	E		
CR	West	Kalwa-Turbhe	13	E		
CR	West	Karjat-Khopoli (TAKE OFF POINT PDI)	12	E		
CR	West	Chalisgaon-Dhule	56	E		
CR	West	Jalamb-Khamgaon	12	E		
CR	West	Badnera-Amravati	9	E		
CR	West	Amla-Parasia	87	E		
CR	West	Parasia-Chhindwara	28	E		
CR	West	Butibori-Umrer	34	E		
CR	West	Tadali-Ghugus	14	E		
CR	West	Majri-Rajur	21	E		
CR	West	Jalgaon-Surat (Yard)	2	E		
CR	West	Nagpur-Howrah (Yard)	1	E		
CR	West	Wani-Pimpalkutti	66	E		
CR	West	Manmad-Aurangabad (Yard)	1	E		
CR	West	Daund-Baramati	44	E		
CR	West	Chanda Fort-Ballarshah	9	E		
CR	West	Kurduwadi-Pandharpur	52	E		
CR	West	Latur-Latur Road	33	E		
CR	West	Diwa-Vasai Road	39	E' SPL		
CR	West	Kurduwadi-Latur	137	O		
CR	West	Pandharpur-Miraj (N.G.)	137	O		
CR	West	Murtajapur-Yavatmal	112	O		
CR	West	Murtajapur-Achalpur	76	O		
CR	West	Neral-Matheran	20	O		
CR	West	Pachora –Jamner	56	O		
CR	West	Pulgaon-Aarvi	34	O		
ER	East	Howrah-Chota Abana (via HB-Chord-Grand Chord)	248	A		
ER	East	Howrah- Bandel - Shakti garh	95	B		
ER	East	Sitarampur-Nargungoo (Jhajha)	136	B		
ER	East	Khana Jn.- Barharwa	178	B		
ER	East	Barharwa.- Shahib Ganj -Kiul	225	B		
ER	East	Barharwa - New Farakka - Malda Town	55	B		
ER	East	BonidangaLinkCabin-Bonindanga	2	B		
ER	East	Bandel-Katwa	105	C		
ER	East	Tarakeshwar Branch	35	C		
ER	East	Naihati Branch (to Bandel)	9	C		
ER	East	Liluah-Belurmth	3	C		
ER	East	KatwaJn.-Azimganj	73	E		
ER	East	Azimganj-Nalhati	45	E		
ER	East	Belanagar-C.C.Link(East Cabin)	2	E		
ER	East	Dankuni-Bhattanagar	4	E		
ER	East	Liluah-Tikiapara	3	E		
ER	East	Howrah-Ramakrishnapur-Shalimar	3	E		
ER	East	Magra-Tribeni (Avoiding line)	4	E		
ER	East	BarddhamanJn.-KatwaJn	53	O		
ER	East	KatwaJn-AhmadpurJn.	52	O		
ER	East	Dumdum-Princep (CircularRailway)	13	C		
ER	East	Sealdah-Naihati	38	C		

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ER	East	Nainahati-Ranaghat	36	C		
ER	East	Ranighat-KrishnanagarCity	26	C		
ER	East	Kalinarayanpur-Shantipur	16	C		
ER	East	Dumdum-Bongaon	62	C		
ER	East	Dumdum-Dunkuni	15	C		
ER	East	Sealdah-Baruipur	25	C		
ER	East	Ballygunge-BudgeBudge	20	C		
ER	East	Sonarpur-Canning	29	C		
ER	East	Baruipur-DiamondHarbour	35	C		
ER	East	Baruipur-Lakshmikantapur-Karanjali-Kashinagar-Kakdwip	70	C		
ER	East	Kalyani-KalyaSimanta	5	C		
ER	East	Dumdum Jn-Chitpur	3	C		
ER	East	Kankurgachi-Ballygunge	7	C		
ER	East	Barsat-Hasnabad	52	C		
ER	East	Ranaghat-Gede	44	C		
ER	East	Ranaghat-Bongaon	33	C		
ER	East	Bongaon-Petrapole	6	C		
ER	East	KrishnanagarCity-Lalgola	128	E		
ER	East	Shantipur-NabadwipGhat	27	O		
ER	East	Andal-Sitarampur(via Toposi-Barabani)	40	E		
ER	East	Madhupur-Giridih	38	E		
ER	East	Andal-Sainthia	70	E		
ER	East	Ikrah-Gaurandi	21	E		
ER	East	Bhimgara-Palasthali	27	E		
ER	East	Jasidih-Baidyanathdham	6	E		
ER	East	Kulti-Salanpur	2	E		
ER	East	Kalipahari-Damodar	3	E		
ER	East	Azimganj-NewFarakka 'B' Cabin	79	E		
ER	East	TinpaharJn.-Rajmahal	11	E		
ER	East	Bhagalpur-MandarHill	50	E		
ER	East	Jamalpur-Monghyr	9	E		
NR	North	New Delhi – Ghaziabad	26	A		
NR	North	New Delhi - Tughlakabad - Palwal	58	A		
NR	North	Pandit Deen Dayal Upadhyaya- Varanasi - Janghai - Partapgarh - Chilbila - Raibareli - Utraitia - Lucknow - Moradabad - Ambla - Ludhiana - Jalandhar – Pathankot	1204	B		
NR	North	Delhi - Ambala – Kalka	265	B		
NR	North	LKO by pass line Utratia - Alam Ngr	19	B		
NR	North	Delhi – Rewari	81	B		
NR	North	Ghazaibad – Saharanpur	160	B		
NR	North	HNZM - Patel Ngr - Daya Basti - DKZ	24	C		
NR	North	Patel Ngr - Daya Basti alignment no-3	3	C		
NR	North	Sadar Bazar - Delhi Kishanganj	2	C		
NR	North	New Delhi – Sabzimandi	1	C		
NR	North	NDLS - TKD 3rd line	5	C		
NR	North	Okhla - Lajpatnagar chord	2	C		
NR	North	Daya Basti - Naya Azadpur	5	C		
NR	North	Delhi – Ghaziabad	19	D spl		
NR	North	Ghaziabad - Hapur - Moradabad	138	D spl		
NR	North	Kanpur – Lucknow	68	D spl		
NR	North	Varanasi - Zafrabad - Sultanpur - Utraitia	268	D spl		
NR	North	Delhi - Bathinda – Firozpur	379	D		

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NR	North	Delhi - New Delhi	2	D		
NR	North	Jalandhar City – Amritsar	79	D		
NR	North	Bareilly – Chadausi	68	D		
NR	North	Laksar – Haridwar	27	D		
NR	North	Laksar avoiding line	1	D		
NR	North	Lucknow - Faizabad - Zafrabad	269	D		
NR	North	Janghai - Phaphamau - Allahabad	58	D		
NR	North	Phaphamau – Unchahar	72	D		
NR	North	Prayag - Prayag Ghat	3	E		
NR	North	Janghai – Zafrabad	46	E		
NR	North	Akbarpur – Tanda	17	E		
NR	North	Unchahar – Unnao	112	E		
NR	North	Raibareli – Unchahar	36	E		
NR	North	Dalmau – Daryapur	23	E		
NR	North	Unnao – Balamu	99	E		
NR	North	Balamau - Sitapur city	58	E		
NR	North	Rosa - Sitapur Cantt	84	E		
NR	North	Aligarh – Chandausi	84	E		
NR	North	Rajakashapur - Sambhalhatim Sarai	23	E		
NR	North	Ramganga - Bridge - Chaunethi	2	E		
NR	North	Khurja - Meerut City	90	E		
NR	North	Chandausi – Moradabad	42	E		
NR	North	Gajroula - Muzzampurain	94	E		
NR	North	Najibabad – Kotdwar	24	E		
NR	North	Haridwar – Dehradun	52	E		
NR	North	Raiwala – Rishikesh	12	E		
NR	North	Delhi Shahdara - Shamli Tapri	151	E		
NR	North	Sirhind - Nangaldam – Una	121	E		
NR	North	Rohtak - Gohana – Panipat	69	E		
NR	North	Jind – Panipat	69	E		
NR	North	Narwana – Kurukshetra	86	E		
NR	North	Rajpura – Bathinda	173	E		
NR	North	Ludhiana – Hisar	205	E		
NR	North	Bathinda - Sriganga Nagar	124	E		
NR	North	Ludhiana - Firozpur Cantt	123	E		
NR	North	Firozpur Cantt - Husainiwala	8	E		
NR	North	Firozpur City – Fazilka	85	E		
NR	North	Firozpur Cantt - Jalandhar City	117	E		
NR	North	Lohian Khas - Nakoodhar - Phillaur	64	E		
NR	North	Nakoodar - Jalandhar City	32	E		
NR	North	Jalandhar Cantt - Hoshiarpur	39	E		
NR	North	Phagwara - Nawa Shahar Doaba - Jaijon Doaba	67	E		
NR	North	Nawa Shahar Doaba - Rahon	7	E		
NR	North	Bharoli - Kathua - Jammu Tawi	97	E		
NR	North	Pathankot – Amritsar	108	E		
NR	North	Amritsar – Khemkaran	78	E		
NR	North	Amritsar – Atari	28	E		
NR	North	Verka - Dera Baba Nanak	46	E		
NR	North	Batala – Qadian	20	E		
NR	North	Delhi Cantt - Patel Nagar	1	E		
NR	North	2nd Yamuna Bridge - Tughlakabad	12	E		
NR	North	Faizabad – Allahabad	138	E		

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NR	North	Moradabad – Kashipur	3	E		
NR	North	Railpur Haryana – Satrod	1	E		
NR	North	Varanasi - Munduhu Dea	3	E		
NR	North	Kotkapura – Fazilka	80	E		
NR	North	Jammu tawi – Bajalata	12	E		
NR	North	Beas – Goindwal	28	E		
NR	North	GAL Bet: Tughlakabad - Palwal	38	E		
NR	North	Jahangirabad Barabanki	1	E		
NR	North	Rampur (Kathgodam sec. NR protion)	1	E		
NR	North	Anand Vihar - Vivek Vihar	1	E		
NR	North	Bathinda by pass	6	E		
NR	North	Tapri – Khanalampura	2	E		
NR	North	Hindon Cabin - Khanalampura	2	E		
NR	North	Phaphamau - by pass	2	E		
NR	North	Chakki Bank – Bharoli	3	E		
NR	North	Delhi - Sarai Rohilla - Rewari	76	B		
NR	North	Garhi Harsaru - Farukh Nagar	11	MG		
NR	North	Kalka – Simla	97	NG		
NR	North	Pathankot - Joginder Ngr	164	NG		
NER	North	Rampur – Kathgodam	87	D		
NER	North	Kashipur – Lalkua	58	E		
NER	North	Got - Ram Nagar	70	E		
NER	North	Lucknow - Manak Nagar	4	D		
NER	North	Lucknow - Gorakhpur Cantt	264	D		
NER	North	Burhwal - Sitapur Cantt	98	D		
NER	North	Mankapur – Ayodhya	38	E		
NER	North	Gorakhpur - Nakaha Jungle	4	E		
NER	North	Chhapra - Chhapra Kacheri	2	D Spl		
NER	North	Bhatni – Varanasi	160	D		
NER	North	Varanasi – Allahabad	122	D		
NER	North	Aunrihar – Chhapra	170	D		
NER	North	Gorakhpur Cantt - Chhapra	177	D		
NER	North	Gorakhpur Cantt - Valmiki Nrg Rd	89	D		
NER	North	Mau - Shah Ganj	100	E		
NER	North	Indara – Phephna	51	E		
NER	North	Salempur - Barhaj Bazar	20	E		
NER	North	Duraundha - Maharaj Ganj	6	E		
NER	North	Mathura – Kasganj	104	MG		
NER	North	Kasganj – Bareilly	106	MG		
NER	North	Bareilly – Mailani	131	MG		
NER	North	Kasganj – Rawatpur	238	MG		
NER	North	Bhojipura – Lalkua	65	MG		
NER	North	Mandhana – Brahmavart	8	MG		
NER	North	Pilibhit – Tanakpur	63	MG		
NER	North	Pilibhit – Shahjahanpur	83	MG		
NER	North	Rawatpur - Kanpur Central	9	MG		
NER	North	Lucknow – Mailani	196	MG		
NER	North	Mailani – Gonda	266	MG		
NER	North	Gorakhpur - Gonda(Loop)	220	MG		
NER	North	Nanpara - Nepal Ganj Rd	20	MG		
NER	North	Anand Nagar – Nautanwa	40	MG		
NER	North	Gainsari – Jarwa	15	MG		
NER	North	Kaptan Ganj - Thawe - Siwan	127	MG		

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NER	North	Thawe – Chhapra	109	MG		
NER	North	Indara - Dohri Ghat	35	MG		
NER	North	Aunrihar – Jaunpur	60	MG		
NFR	East	Old Malda - New Jalpaiguri	231	B		
NFR	East	New Jalpaiguri - Lumding - New Tinsukia	923	D		
NFR	East	New Jalpaiguri - Alipurduar - Samukhtala	181	D		
NFR	East	Katihar - NFR Border	3	D		
NFR	East	Old Malda – Singhabad	25	E		
NFR	East	Kumedpur - Katihar by pass line	30	E		
NFR	East	Raninagar – Haldibari	34	E		
NFR	East	NEW Bongaigaon - Jogighopa	33	E		
NFR	East	Jogighopa – Kamakhya	143	E		
NFR	East	Chaparmukh – Haibargaon	25	E		
NFR	East	Sripuriagaon - New Tinsukia	3	E		
NFR	East	Dibrugarh - Tinsukia - Makum	56	E		
NFR	East	Makum – Tirap	49	E		
NFR	East	Simaluguri – Moranhat	54	E		
NFR	East	Furkating - Jorhat - Mariani	86	E		
NFR	East	Makum – Dangari	31	E		
NFR	East	Amguri – Tuli	15	E		
NFR	East	Eklakhi – Gazole	13	E		
NFR	East	Katihar – Siliguri	202	MG		
NFR	East	Samukhtala Rd. - New Guwahati	257	MG		
NFR	East	Purnea – Katihar	28	MG		
NFR	East	Lumding – Badarpur	185	MG		
NFR	East	Badarpur - Karimganj - Dharma Ngr	85	MG		
NFR	East	Badarpur – Silchar	30	MG		
NFR	East	Tirap – Lekhapani	6	MG		
NFR	East	Rangiya - Rangapara North	123	MG		
NFR	East	Rangapara North – Tezpur	26	MG		
NFR	East	Purnea – Jogbani	80	E (GC)		
NFR	East	Purnea - NRF Border	1	MG		
NFR	East	Kamakhya - Takeoff Point - Pandu	2	MG		
NFR	East	Katihar – Teznanayanpur	33	MG		
NFR	East	Barsoi – Radhikapur	54	E (GC)		
NFR	East	New Mal Jn. - Changrabandha	63	MG		
NFR	East	Alipurduar – Bamanhat	78	MG		
NFR	East	Fakiragram – Dhubri	66	MG		
NFR	East	Rangapara North - Murkongselek	327	MG		
NFR	East	Balipara – Bhalukpong	34	MG		
NFR	East	Karimganj – Maishashan	13	MG		
NFR	East	Katakhal – Lalabazar	36	MG		
NFR	East	Lalabazar – Bhairabi	48	MG		
NFR	East	Baraigram – Dullabcherra	29	MG		
NFR	East	Dharmanagar - Kumarghat - Manu	53	MG		
NFR	East	Simaluguri – Naginimora	15	MG		
NFR	East	Arunachal – Jiribam	50	MG		
NFR	East	New Jalpaiguri – Siliguri	7	NG		
NFR	East	Siliguri – Darjeeling	80	NG		
NFR	East	Eklakhi-Gazole– Balurghat	87	N/A		
NFR	East	New Coochbehar – Golakganj	58.91	N/A		
NFR	East	Gauripur – Bilasipara	35.20	N/A		
NFR	East	Haibargaon– Mairabari	44.06	N/A		

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NFR	East	Senchoa – Amoni – Shilighat Town	61.18	N/A		
NFR	East	Manu – Agartala	86.75	N/A		
NFR	East	Agartala – Garjee – Belonia – Sabroom	108.72	N/A		
NFR	East	Arunachal – Jiribam – Vangaichungpao	61.02	N/A		
NFR	East	Dibrugarh – Moranhat	40.69	N/A		
NFR	East	Katihar-Dandkhora-Salmari-Barsoi	38.72	N/A		
NFR	East	Aluabari Road- Siliguri Jn	76.23	N/A		
NFR	East	Alipurduar Jn- New Mal Jn- Siliguri Jn	168.20	N/A		
NFR	East	Mainaguri Rd- Y- Leg SPL	7.00	N/A		
NFR	East	New Chengrabandha-New Coochbehar	67.10	N/A		
NFR	East	Harmoti-Naharlagun	19.41	N/A		
NFR	East	Dudhnoi-Mendipathar	19.02	N/A		
NFR	East	North Block - New Sisarbargaon- Tangani	14.00	N/A		
NFR	East	Tangani - Dhamalgaon	32.45	N/A		
NFR	East	New Maynaguri - Jogighopa	288.88	N/A		
NFR	East	Jiribam-Imphal	110.63	N/A		
NFR	East	Dimapur-Kohima	82.5	N/A		
NFR	East	Jogbani-Biratnagar	18.6	N/A		
NFR	East	Agartala-Akhaura (Gangasagar) (Bangladesh)	12.03	N/A		
NFR	East	Bairabi-Sairang	51.38	N/A		
NFR	East	Sivok-Rangpo	44.96	N/A		
NFR	East	Tetelia-Byrnihat	21.5	N/A		
NFR	East	Murkongselek-Pasighat	26.15	N/A		
NFR	East	Araria-Galgolia	110.75	N/A		
NFR	East	Balurghat-Hili	29.6	N/A		
NFR	East	Jalalgarh-Kishanganj	50.87	N/A		
NFR	East	Eklakhi-Balurghat, Itahar-Buniadpur	163.22	N/A		
NFR	East	Kaliyaganj-Buniadpur	33.1	N/A		
NFR	East	Byrnihat-Shillong	108.4	N/A		
NFR	East	Dimapur-Tizit	257	N/A		
NFR	East	Sivsagar-Jorhat	62	N/A		
NFR	East	Salona-Khumtai	99	N/A		
NFR	East	Tezpur-Silghat	25	N/A		
NFR	East	Rangapara North-Dekargaon	18.85	N/A		
SR	South	Chennai-Gummidipundi	46	B		
SR	South	Gummidipundi-Gudur	88	B		
SR	South	Chennai-Arakkonam	68	B		
SR	South	Arakonam-Jolarpettai	145	B		
SR	South	Tambaram-Trichchirappalli-Dindugul	406	B		
SR	South	Arakonam-Renigunta	65	B		
SR	South	Jolarpettai-Salem	120	B		
SR	South	Salem-Erode	59	B		
SR	South	Erode-Irurur	83	B		
SR	South	Irurur-Podanur	11	B		
SR	South	Irurur-coimbatore-Podanur	24	B		
SR	South	Podanur-shoranur	93	B		
SR	South	Shoranur-Ernakulam	107	B		

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SR	South	Jolarpettai-somanayakanpatti	5	B		
SR	South	Jolarpettai bypass(SKPT-TPT)	2	B		
SR	South	ShoranurA & B cabin	2	C		
SR	South	Chennai beach-Tirumayilai	8.6	C		
SR	South	Tirumayilai-Tiruvanmiyur	7	C		
SR	South	Chennai beach-Tambaram	29	C		
SR	South	Villivakkam-Annanagar	3	C		
SR	South	Karur-Dindugul	74	C		
SR	South	Dindugul-Madurai	66	D		
SR	South	Madurai-Virudhunagar-Vanchimaniyachchi	128	D		
SR	South	Ernakulam-Allepy-Kayankulam	100	D		
SR	South	Shoranur-Mangalore	307	D		
SR	South	Mangalore-Thokur	23	D		
SR	South	Kumbakkonnam-Tanjavur	40	D		
SR	South	Tanjavur-Trichchirappalli	50	D		
SR	South	Netravathi bypass	1	D		
SR	South	Chengalpattut-Arakkonam	63	D		
SR	South	In and around Chennai	10	D		
SR	South	Arakkonam bypass(Melpakkam)	3	E		
SR	South	Pattabiram-Pattabiram military siding	6	E		
SR	South	Ernakulam-Trivandrum central	220	E		
SR	South	Salem-Omalur	7.98	E		
SR	South	Omalur-Meturdam	29.02	E		
SR	South	Salem-Salem market	5	E		
SR	South	Erode-Trichchirappalli	141	E		
SR	South	Coimbatore-Mettupalaiyam	33	E		
SR	South	Palghat-Palghat town	4	E		
SR	South	Shoranur-Nilambur road	66	E		
SR	South	Trichur-Guruvayur	20	E		
SR	South	Ernakulam-Cochin harbour	8	E		
SR	South	CRL line&Tirupanitura-Irumbanam bypass line	5	E		
SR	South	Trivandrum central-Tirunelveli	144	E		
SR	South	Nagarcoil-Kanniyakumari	16	E		
SR	South	Tirunelveli-Talayuthu-Tuticorin	60	E		
SR	South	Karupur bypass- goods line	4	E		
SR	South	Cuddalore-Virudhachalam	57	E		
SR	South	Villupuram-Pondicherry	38	E		
SR	South	Virudhunagar-Tenkasi	123	E		
SR	South	Katpadi-Pakala	2	E		
SR	South	Tambaram-Villupuram	134	MG		
SR	South	Villupuram-Mayiladuthurai	121	MG		
SR	South	Mayiladuthurai-Kumbakonam	32	MG		
SR	South	Tanjavur-Trichchirappalli	49	MG		
SR	South	Dindugul-Madurai	62	MG		
SR	South	Villupuram-Katpadi	159	MG		
SR	South	Tiruchchirappalli-Manamadurai-Virudhunagar	217	MG		
SR	South	Madurai-Manamadurai	48	MG		
SR	South	Manamadurai-Rameswaram	112	MG		
SR	South	Dindugul-Pollachi	121	MG		
SR	South	Tanjavore-Tiruvarur	54	MG		
SR	South	Tiruvarur-Nagore	30	MG		
SR	South	Mayiladuturai-Karaikudi	187	MG		

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SR	South	Tenkasi-Quilon	102	MG		
SR	South	Virudhachalam-Salem	139	MG		
SR	South	Pollachi-Coimbatore	46	MG		
SR	South	Pollachi-Palghat	58	MG		
SR	South	Tirunelveli-Tenkasi	72	MG		
SR	South	Mettupalaiyam-Udhagamandalam	46	MG		
SR	South	Madurai-Bodinayakanur	90	MG		
SR	South	Tirunelveli-Tiruchendur	61	MG		
SR	South	Tiruthuraiipoondi-Agasthiyampalli	37	ROUT E		
SCR	South	Vijayawada – Balharshah	452	A		
SCR	South	Bye pass near Kazipet	1	A		
SCR	South	Gudur – Vijayawada	294	A		
SCR	South	Kazipet – Secunderabad	131	B		
SCR	South	Secunderabad – Wadi	186	B		
SCR	South	Hussainsagar – Hyderabad	5	B		
SCR	South	Bye pass near Hussain Sagar	1	B		
SCR	South	Vijayawada - Visakhapatnam	331	B		
SCR	South	Wadi – Guntakal	228	B		
SCR	South	Guntakal – Renigunta	309	B		
SCR	South	Bye pass near Wadi	1	B		
SCR	South	Gooty – Dharmavaram	91	B		
SCR	South	Vikarabad - Parli Vaijnath	268	D		
SCR	South	Pagidipalli – Nadikude	148	D		
SCR	South	Nidadavolu – Bhimavaram	46	D		
SCR	South	Guntur – Tenali	25	D		
SCR	South	Guntur – Nadikude	95	D		
SCR	South	Nadikude – Macherla	35	D		
SCR	South	Samalkot - kakina Port	16	D		
SCR	South	Vijayawada – Gudivada	43	D		
SCR	South	Gudivada – Bhimavaram	66	D		
SCR	South	Bye pass bet Vijayawada North Cabin & Ramavarappadu gate	3	D		
SCR	South	Bye pass near Bhimavaram	1	D		
SCR	South	Renigunta – Tirupati	9	D		
SCR	South	Krishna Canal – Guntur	27	D		
SCR	South	Manmad - Mudkhed - Nizamabad	460	D		
SCR	South	Parbhathi - Parli Vaijnath	64	D		
SCR	South	Secunderabad – Falaknuma	15	D		
SCR	South	Falaknuma - Mahabub Ngr	98	D		
SCR	South	Mahabub Ngr - Dronachellam	184	D		
SCR	South	Nallapadu (Guntur) - Donakonda	115	D		
SCR	South	Donakonda – Nandyal	137	D		
	South	Nandyal – Dhone	76	D		
SCR	South	Dhone – Guntakal	69	D		
SCR	South	Dhone – Nandyal	76	D		
SCR	South	Gooty – Pendekallu	29	D		
SCR	South	Gudur – Renigunta	83	D Spl		
SCR	South	Guntakal – Bellary	46	D Spl		
SCR	South	Katpadi - Pakal – Tirupathi	104	E		
SCR	South	Peddapalli - Karim Ngr	36	E		
SCR	South	Dornakal - Bhadrachalam Rd	55	E		
SCR	South	Bhadrachalam Rd - Manuguru	49	E		
SCR	South	Karepalli - Singareni Collieries	10	E		

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SCR	South	Manikgarh – Gadchandur	29	E		
SCR	South	Motumari - Jaggayyapet Town	32	E		
SCR	South	Bye pass bet Sanat Ngr & Moula Ali	22	E		
SCR	South	Gudivada – Machilipatnam	37	E		
SCR	South	Bhimavaram – Narasapur	29	E		
SCR	South	Tenali – Repalle	34	E		
SCR	South	Adilabad – Pimpalkutti	21	E		
SCR	South	Secunderabad – Bolarum	14	E		
SCR	South	Bolarum – Manoharabad	27	E		
SCR	South	Janakampet – Bodhan	20	E		
SCR	South	Bellari – Guntakal	45	MG		
SCR	South	Nizamabad – Manoharabad	119	MG		
SCR	South	Guntakal – Ddharmavaram	102	MG		
SCR	South	Dharmavaram – Pakala	227	MG		
SCR	South	Malkajgiri - Moula Ali Chord line	5	MG		
SCR	South	Bye pass at Malkajgiri & at SC	2	MG		
SCR	South	Purna – Khandwa	383	MG		
SCR	South	Mudkhed – Adilabad	162	MG		
SER	East	Howrah – Jharsuguda	514	A		
SER	East	Kharagpur – Bhadrak	176	B		
SER	East	Howrah - Panskura - Kharagpur	114	C		
SER	East	Anara – Sini	108	D-Spl		
SER	East	Jharsuguda - Brundamal(SE Rly limit)	1	D-Spl		
SER	East	Kharagpur – Adra	168	D-Spl		
SER	East	Bandamunda – Barsuan	75	E-Spl		
SER	East	Barajamda – Gua	9	E-Spl		
SER	East	Barajamda-Bolanikhadan	16	E-Spl		
SER	East	Bhojudih-Mohuda(GC)	23	E-Spl		
SER	East	Bimlagrah-Kiriburu	41	E-Spl		
SER	East	Chandil-Muri	68	E-Spl		
SER	East	Hatia-Muri	91	E-Spl		
SER	East	Kandra-Gamharia	10	E-Spl		
SER	East	Mohuda-Gomoh(SE Rly limit)	18	E-Spl		
SER	East	Muri-Barkakana(SE Rly limit)	55	E-Spl		
SER	East	Muri-Rajabera(SE Rly limit)	64	E-Spl		
SER	East	Padapahar-Banspani	28	E-Spl		
SER	East	Panskura-Haldia	70	E-Spl		
SER	East	Rajkharwan-Barajamda	97	E-Spl		
SER	East	Talgoria-Bakaro Steel City	33	E-Spl		
SER	East	Adra-Asansol(SE Rly limit)	40	E		
SER	East	Adra-Anara	13	E		
SER	East	Adra-Bhojudih-Bhojudih-Mohuda	60	E		
SER	East	Anara-Rukni	8	E		
SER	East	Aunlajhori-Badampahar	35	E		
SER	East	ACC Link	17	E		
SER	East	Bhowra-Jamadoba	7	E		
SER	East	Bondamunda – Hatia	160	E		
SER	East	Bondamunda - Rourkela joint line	14	E		
SER	East	Banspani - Jaroli (SE Rly limit)	23	E		
SER	East	Damodar - Kalipahari(SE Rly limit)	10	E		
SER	East	Damodar - Kulti (SE Rly limit)	15	E		
SER	East	Hijli – Nimpura	3	E		
SER	East	Jamadoba – Karkend	10	E		

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SER	East	Joychandipahar - Gardhrubesar	9	E		
SER	East	Kotshila - bye pass	7	E		
SER	East	Mohuda - Dugdha (SE Rly limit)	15	E		
SER	East	Nimpura – Gokulpur	1	E		
SER	East	Nimpura Yard	14	E		
SER	East	Panskura avoiding	1	E		
SER	East	Purulia – Kotshila	36	E		
SER	East	Ranchi – Lohardaga	67	E		
SER	East	Ramkanli – Chowrashi	7	E		
SER	East	Rourkela – Birmitrapur	27	E		
SER	East	Sanka – Joychandipahar	7	E		
SER	East	Santragachi – Amta	45	E		
SER	East	Santragachi – Shalimar	5	E		
SER	East	Sudamdih – Pathardih	3	E		
SER	East	Talgoria avoiding	1	E		
SER	East	Tamluk – Digha	89	E		
SER	East	Tatanagar – Gorumahishani	65	E		
SER	East	Up Adra Goods	5	E		
SER	East	Rupsa - Bangriposi (GC)	37	NG		
WR	West	Mumbai Central – Nagda	695	A		
WR	West	Vadodara - Ahmehabad - Palanpur	217	B		
WR	West	CCG – BCT	5	C		
WR	West	Nagda - Ujjain – Bhopal	237	D Spl		
WR	West	Udhna – Jalgaon	305	D Spl		
WR	West	Ahmadabad – Viramgram	65	D Spl		
WR	West	Ujjain – Indore	79	D		
WR	West	Chanderiya – Nimach	69	D		
WR	West	Guna - Makhi (WCR Portion)	1	D		
WR	West	Viramgam – Okha	431	D		
WR	West	Kanalus – Porbandar	103	D		
WR	West	Pipli bye pass line	1	D		
WR	West	Katkola entry	2	D		
WR	West	Navlakhi – Dahinsara	73	E		
WR	West	Dahinsara – Maliyamiyana	24	E		
WR	West	Surendranagar – Dhola	118	D		
WR	West	Dhola – Dhasa	26	D		
WR	West	Dhasa – Rajula	119	D		
WR	West	Rajkot – Junagarh	95	D		
WR	West	Dhola – Bhavnagar	49	D		
WR	West	Rajula – Mahuva	31	D		
WR	West	Bhavnagar - Bhav Nagar Bandar	12	D		
WR	West	Junagarh – Veraval	82	D		
WR	West	Diva – Vasai	1	E Spl		
WR	West	Anand – Godhra	78	E		
WR	West	Anand – Khambhat	52	E		
WR	West	Vasad – Kathana	43	E		
WR	West	Kanjeri Boriyavi - Vadtal - Swaminarayan	6	E		
WR	West	Nadiad - Kapadvanj - Modasa	105	E		
WR	West	Viramgam – Kharaghoda	38	E		
WR	West	Jhund – Kandla	234	E		
WR	West	Gandhidham - New Bhuj	58	D		
WR	West	Dhrangdhra – Kuda	20	E		
WR	West	Berach - Chitourgarh (Q line)	10	MG		

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WR	West	Chottourgarh – Nimbahera	29	MG		
WR	West	Nimbahera – Nimach	27	MG		
WR	West	Nimach – Mandsor	49	MG		
WR	West	Mandsor – Jaora	51	MG		
WR	West	Jaora – Ratlam	35	MG		
WR	West	Ratlam - Fatehabad Chndrawatiganj	79	MG		
WR	West	Fatehabad Chndrawatiganj - Indore	39	MG		
WR	West	Indore – Mhow	21	MG		
WR	West	Mhow – Choral	25	MG		
WR	West	Choral – Sanawad	39	MG		
WR	West	Sanawad – Khandwa	52	MG		
WR	West	Mahešana – Sabarmati	51	MG		
WR	West	Sabarmati – Botad	165	MG		
WR	West	Ahmedabad – Khodiyar	17	MG		
WR	West	Palanpur – Gandhidham	301	D		
WR	West	Dhasa – Wansjaliya	195	MG		
WR	West	Berach - Chitourgarh (R2 Line)	3	MG		
WR	West	Ahmedabad - Khedbhrahma	142	MG		
WR	West	Mahešana – Viramgam	65	D		
WR	West	Gandhidham – Kandla	12	MG		
WR	West	Mahešana – Tarangahill	56	MG		
WR	West	Mahešana – Patan	40	MG		
WR	West	Kalol - Katosan Rd.	37	MG		
WR	West	Udaipur - entry (NWR Portion)	1	MG		
WR	West	Bhildi – Raniwara	1	MG		
WR	West	Talala - Prachi Rd.	20	MG		
WR	West	Prachi Rd. – Kodinar	26	MG		
WR	West	Kalol - Vijapur - Ambliyan	89	MG		
WR	West	Katosan Rd. – Chanasma	52	MG		
WR	West	Chanasma – Ranuj	13	MG		
WR	West	Surendranagar - Dhrangadhra	34	MG		
WR	West	Prachi Rd. – Delvada	50	MG		
WR	West	Khijadiya – Veraval	164	MG		
WR	West	Junagarh – Visavadar	42	MG		
WR	West	Sihor – Palitana	27	MG		
WR	West	Fatehabad - Chandrawati Ganj - Ujjain	23	MG		
WR	West	New Bhuj – Naliya	101	MG		
WR	West	Bilimora – Waghai	63	NG		
WR	West	Ankleshwar – Rajpipla	63	NG		
WR	West	Bharuch – Kavi	76	NG		
WR	West	Chhuchhapura – Tankhala	38	NG		
WR	West	Choranda – Malsar	29	NG		
WR	West	Dabhoi - Timba Rd.	100	NG		
WR	West	Dabhoi – Chandod	16	NG		
WR	West	Miyagam - Karjan - Dabhoi	32	NG		
WR	West	Jambusar - Chhota Udepur	152	NG		
WR	West	Jhagadiya – Netrang	27	NG		
WR	West	Kosamba – Umarpada	62	NG		
WR	West	Miyagam Karjan - Moti Koral	28	NG		
WR	West	Nadiad – Bhadran	57	NG		
WR	West	Samni – Dahej	39	NG		
ECR	East	Manpur - Mugal Sarai	215	A		
ECR	East	Pradhankhuntha – Manpur	203	A		

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ECR	East	Jhajha - Kuchman – MGS	395	B		
ECR	East	Chhapra – Sonpur	51	D		
ECR	East	Sonpur – Muzaffarpur	58	D		
ECR	East	Muzaffarpur - Karpurigram	45	D		
ECR	East	Karpurigram – Samastipur	7	D		
ECR	East	Samastipur - Barauni	48	D		
ECR	East	Hajipur - Bachhwara	71	D		
ECR	East	Garhwa Rd. – Barkakana	218	D		
ECR	East	Barauni – Garhara	2	D		
ECR	East	Barauni - Katihar	176	D		
ECR	East	Kaparpura – Muzaffarpur	7	D		
ECR	East	Samastipur – Yard	2	D		
ECR	East	Samastipur – Darbhanga	37	D		
ECR	East	Kaparpura –Sagauli	95	D		
ECR	East	Sagauli – Raxaul	29	D		
ECR	East	Raxaul – Narkatiaganj	60	D		
ECR	East	Narkatiaganj -Valmikinagar	51	D		
ECR	East	Valmikinagar Rd. - Paniahwa	7	D		
ECR	East	Gomoh – Chandrapura	17	D		
ECR	East	Chandrapura – Barkakana	84	D		
ECR	East	Garhwa Rd – Chopan	143	D		
ECR	East	Garhwa Rd (Ex) - Sonnagar	90	E		
ECR	East	Garhwa Rd (inc) - Sigsigi (Ex)	2	E		
ECR	East	Luckee sarai – Manpur	123	E		
ECR	East	Patna –Gaya	92	E		
ECR	East	Bakhiarpur – Rajgir	53	E		
ECR	East	Dildar Nagar - Tarighat	19	E		
ECR	East	Rampur Dumra - Garhara	9	E		
ECR	East	Kiul – Bhagalpur	1	E		
ECR	East	Patna – Dighaghat	8	E		
ECR	East	Patna Saheb -Patna Ghat	1	E		
ECR	East	Fatuha – Islampur	43	E		
ECR	East	Tall - Hathidah link	3	E		
ECR	East	Patna - Gaya Branch	1	E		
ECR	East	Dugda - Rajabera	1	E		
ECR	East	Dhanbad - Jamuni Halt	26	E		
ECR	East	Dhanbad - Patherdih (via Jharia)	5	E		
ECR	East	Salai Banwa - Obra - Mahadiya	64	E		
ECR	East	Karaila Rd – Saktinagar	33	E		
ECR	East	Katrasgarh - Nichitpur link	4	E		
ECR	East	Kusunda - Tetulmari link	4	E		
ECR	East	Pradhankhunta - Patherdih	23	E		
ECR	East	Rajabera - Bhandaridih	3	E		
ECR	East	Chanrapura - Pajabera	4	E		
ECR	East	FCI link	2	E		
ECR	East	JG Branch	8	E		
ECR	East	Jamuniatanr LC - CPR via Dugda	10	E		
ECR	East	PD Branch	7	E		
ECR	East	Billi - Obra Dam link (bypass)	2	E		
ECR	East	Barkakana - Ramgarh Cantt	3	E		
ECR	East	Gopalichak Old Bamoda	1	E		
ECR	East	Garhara - Simaria	6	E		
ECR	East	Chhapra KY Ex – Sonpur	51	MG		

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ECR	East	Khagaria - Mansi	10	MG		
ECR	East	Samastipur - Khagaria	86	MG		
ECR	East	Mansi - Saharsa	44	MG		
ECR	East	Darbhanga - Sakri	19	MG		
ECR	East	Darbhanga - Narkatiaganj	191	MG		
ECR	East	Saharsa - Murliganj	42	MG		
ECR	East	Sakri - Jaynagar	49	MG		
ECR	East	Murliganj - Purnia	56	MG		
ECR	East	Saharsa - Forbesganj	111	MG		
ECR	East	Jhanjharpur - Laukaha Bajar	43	MG		
ECR	East	Banmankhi - Bihariganj	27	MG		
ECR	East	Narkatiaganj - Bhikhna Thori	36	MG		
ECR	East	Sakri - Nirmalli	52	MG		
ECR	East	Koderma-Hazaribagh Town (KQR-HZBN)	79.6	E		
ECR	East	Hazaribagh Town-Barka Kana (HZBN-BRKA)	57.14	E		
ECR	East	Barka Kana-Sidhwar (BRKA-SDWR)	6.4	E		
ECR	East	Koderma- New Giridih (KQR-NGRH)	103.4	E		
ECR	East	Tori-BUMH-SHIVPUR	41.3	E		
ECR	East	Mesra-Shanki (MESR-SANI)	22	E		
ECR	East	Rajgir-Tilaiya	46.08	E		
ECR	East	Dhariwal-Sohsarai	35.01	E		
ECR	East	Sasaram-Ara	96	D		
ECR	East	Sonpur- Digha Bridge Halt	12	D		
ECR	East	Umeshnagar-Sabdalpur-Monghyr	13	E		
ECR	East	Ghoshawar-Sangauli	148	E		
ECR	East	Sakri Jn (SKI)-KHHTN	51	E		
ECR	East	KHHTN-Hasanpur Road	25	E		
ECR	East	KHHTN-Khagaria Jn	42	E		
ECR	East	Sitamarhi-Muzaffarpur Jn.	65	E		
ECR	East	NMA-Saraigarh	22	E		
ECR	East	Jayanagar-Bardibas Nepal (in India portion)	69	E		
ECOR	East	Bhadrak - Waltair - Duvvada	600	B		
ECOR	East	Allahabad – Faizabad	327	D-Spl		
ECOR	East	Titilagarh – Raipur	206	D-Spl		
ECOR	East	Barang – Rajathgarh	25	E-Spl		
ECOR	East	Cuttack – Paradeep	83	E-Spl		
ECOR	East	Jharsuguda – Balangir	166	E-Spl		
ECOR	East	Kapilash Rd. – Salegaon	4	E-Spl		
ECOR	East	Korapur – Jagdalpur	106	E-Spl		
ECOR	East	Jagdalpur – Kirandul	150	E-Spl		
ECOR	East	Nergundi – Talcher	98	E-Spl		
ECOR	East	Radhakishorpur - Machapur	2	E-Spl		
ECOR	East	Bobbili – Salur	16	E		
ECOR	East	Budhapank – Angul	13	E		
ECOR	East	Jakhapura – Daitari	32	E		
ECOR	East	Khurda Rd. – Puri	44	E		
ECOR	East	Kottavalasa – Koraput	190	E		
ECOR	East	Koraput - Singhapuram Rd.	166	E		
ECOR	East	Sambalpur Rd. – Angul	165	E		
ECOR	East	Visakhapatnam - VSKP Steel Plant	26	E		
ECOR	East	Naupada – Gunupur	92	NG		
NCR	North	Bina - Jhansi - Agra Cantt	364	A		
NCR	North	Pandit Deen Dayal Upadhyaya– Gaziabad	751	A		

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NCR	North	Chandari - Kanpur Central	6	A		
NCR	North	Agra cantt – Palwal	138	A		
NCR	North	Naini – Jabalpur	3	B		
NCR	North	Manikpur – Naini	93	B		
NCR	North	Bharatpur – Bandikui	94	B		
NCR	North	Jhansi – Kanpur	213	D		
NCR	North	Khairar – Bhimsen	118	D		
NCR	North	Jhansi – Manikpur	291	D		
NCR	North	Bansa Pahar – Ohan	2	D		
NCR	North	Mathura – Alwar	118	D		
NCR	North	Bayana - Yamuna Bridge	86	D		
NCR	North	Lucknow link	1	D Spl		
NCR	North	Yamuna Bridge – Tundla	18	D Spl		
NCR	North	Ait – Konch	14	E		
NCR	North	Shivpuri – Gwalior	1	E		
NCR	North	Birlanagar – Bhind	79	E		
NCR	North	Chunar – Chopan	100	E		
NCR	North	Chheoki - Link jn.	2	E		
NCR	North	Allahabad – Faizabad	1	E		
NCR	North	Kanpur - Bhimsen	3	E		
NCR	North	Shikohabad – Farrukhabad	106	E		
NCR	North	Barhan – Etah	59	E		
NCR	North	Hathras - Hathras Qilah	9	E		
NCR	North	Harduaganj – Aligarh	14	E		
NCR	North	Khurja - Meerut City	1	E		
NCR	North	Raja Ki Mandi - Agra city	2	E		
NCR	North	Idgah - Agra Cantt	2	E		
NCR	North	Agra City – Belanganj	1	E		
NCR	North	Agra City - Yamuna Bridge	2	E		
NCR	North	Agra Fort – Bharatpur	53	MG		
NCR	North	Achnera – Vrindaban	46	MG		
NCR	North	Gwalior - Sheopur Kalan	200	NG		
NCR	North	Dhoulpur – Tantpur	59	NG		
NCR	North	Mohari – Sirmutra	30	NG		
NWR	North	Rewari - Jaipur - Ajmer - Palanpur	714	B		
NWR	North	Madar - Daurai Chord	10	D		
NWR	North	Marwar Yard – Luni	2	D		
NWR	North	Ajmer – Hatundi	9	MG		
NWR	North	Hatundi (Ex.All) - Chanderiya (Ex. COR)	166	MG		
NWR	North	Mavli - Udaipur City	43	MG		
NWR	North	Mavli - Berach	69	MG		
NWR	North	Mavli - Badi Sadri	82	MG		
NWR	North	Udaipur City -Himmat Nager	209	MG		
NWR	North	Marwar – Mavli	152	MG		
NWR	North	Bathinda - Suratgarh - Lalgah	319	E		
NWR	North	Sarupsar – Anupgarh	57	E		
NWR	North	Suratgarh – Sarupsar	21	E		
NWR	North	Sarupsar -Sriganganagar	116	MG		
NWR	North	Sriganganagar-Hanumangarh	67	MG		
NWR	North	Hisar by pass	9	E		
NWR	North	Lalgah – Kolayat	47	E		
NWR	North	Lalgah – Bikaner	4	E		
NWR	North	Rewari – Bathinda	298	E		

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NWR	North	Hanumangarh by pass	3	E		
NWR	North	Bhiwani – Rohtak	47	E		
NWR	North	Rewari – Ratangarh	242	MG		
NWR	North	Ratangarh – Bikaner	137	MG		
NWR	North	Sadulpur – Hisar	69	MG		
NWR	North	Suratpura – Hanumangarh	174	MG		
NWR	North	Ratangarh - Sardar Shahar	43	MG		
NWR	North	Bikaner - Merta Rd	173	E		
NWR	North	Rewari – DEE	1	B		
NWR	North	Sawai Madhopur – Jaipur	129	D		
NWR	North	Rewari – OTD	1	D		
NWR	North	Jaipur – Ajmer	134	MG		
NWR	North	Rewari – Phulera	215	MG		
NWR	North	Bandikui - Agra Fort	2	MG		
NWR	North	RE – DEE	1	MG		
NWR	North	Jaipur – Sikar	107	MG		
NWR	North	Sikar – Loharu	122	MG		
NWR	North	Sikar – Churu	90	MG		
NWR	North	Alwar – Mathura	5	D		
NWR	North	Phulera – Sambharlake	1	D		
NWR	North	Jodhpur – Marwar	102	D		
NWR	North	Rai Ka bag Palace - Pokaran - Jaisalmer	296	E		
NWR	North	Merta Rd - Merta City	15	E		
NWR	North	Degana - Phulera	107	E		
NWR	North	Degana – Jodhpur	148	E		
NWR	North	Makrana – Parvatsar	21	E		
NWR	North	Luni – Samdari	49	E		
NWR	North	Samdari – Jassai	148	E		
NWR	North	Jassai – Munabao	103	E		
NWR	North	Ratangarh – Degana	152	MG		
NWR	North	Samdari - Raniwara - Bhildi	222	MG		
SECR	East	Jharsuguda – Nagpur	614	A		
SECR	East	Bilaspur by pass	5	A		
SECR	East	Bilaspur Chord line	1	A		
SECR	East	Anuppur – Katni	159	D Spl		
SECR	East	Mandirhasaud – Raipur	5	D Spl		
SECR	East	Bilaspur – Anuppur	151	D		
SECR	East	Champa - Gevra Rd	45	E Spl		
SECR	East	Marauda – Dallirajhara	76	E Spl		
SECR	East	Urkura - Sarona (by pass)	8	E Spl		
SECR	East	Anuppur – Bishrampur	155	E		
SECR	East	Boridand – Chirimiri	29	E		
SECR	East	Darritola - Tiger Hill	10	E		
SECR	East	Durg – Marauda	11	E		
SECR	East	Gondia - Nagbhir - Chanda Fort (SECR Limit)	239	E		
SECR	East	Kanhan – Ramtek	23	E		
SECR	East	Kalumna - Nagpur (via Itwari)	5	E		
SECR	East	Bhilai – Marauda	11	E		
SECR	East	Raipur - Urkura (Avoiding R)	4	E		
SECR	East	Tumsar Rd. – Tirodi	47	E		
SECR	East	Chhindwara - Amla (SECR Portion)	1	E		
SECR	East	Gondia - Nainpur - Jabalpur	227	NG		

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SECR	East	Itwari - Chhindwara - Nainpur	283	NG		
SECR	East	Nagbhir – Nagpur	110	NG		
SECR	East	Abhanpur – Rajim	16	NG		
SECR	East	Balaghat – Katangi	47	NG		
SECR	East	Nainpur - Mandla Fort	43	NG		
SECR	East	Raipur – Dhamtari	72	NG		
SWR	South	Jolarpettai – Bangalore	143	B		
SWR	South	Baiyyappanahalli - Dharmavaram	178	B		
SWR	South	Yeswanthpur – Yelahanka	18	B		
SWR	South	Baiyyappanahalli – Omalur	196	D		
SWR	South	Bangalore City - Arsikere - Hubli	469	D		
SWR	South	Bangalore City – Mysore	139	D		
SWR	South	Kankanadi – Kabakaputtur	42	D		
SWR	South	Mysore - Hassan - Arsikere	165	D		
SWR	South	Hassan – Sakleshpur	42	D		
SWR	South	Mysore – Ashokpuram	4	D		
SWR	South	Hubli - Londa – Miraj	278	D		
SWR	South	Hubli – Hospet	143	D		
SWR	South	Hospet –Tornagallu	33	D		
SWR	South	Bellary – Tornagallu	33	D Spl		
SWR	South	Penukonda -SSPN- Dharmavaram	21	E		
SWR	South	Bangarapet – Marikuppam	16	E		
SWR	South	Kolar – Bangarapet	16	E		
SWR	South	Yelahanka – Chikballapur	46	E		
SWR	South	Birur - Shimoga Town	63	E		
SWR	South	Chikjajur – Rayadurg	132	E		
SWR	South	Rayadurg – Bellary	53	E		
SWR	South	Hotgi – Bijapur	93	E		
SWR	South	Tornagallu – Ranajitpura	24	E		
SWR	South	Hospet – Swamimalai	59	E		
SWR	South	Londa - Vasco - Da - Gama	109	E		
SWR	South	Gunda Road – Kottur	50	E		
SWR	South	Yesvantpur - Baiyyappanahalli 'A' Panal	20	E		
SWR	South	Alnawar – Ambewadi	26	E		
SWR	South	Baiyyappanahalli - Vimanapura	2	E		
SWR	South	Sakleshpur – Kabakaputtur	98	MG		
SWR	South	Gadag – Bijapur	190	MG		
SWR	South	Mysore - Nanjangud Town	25	MG		
SWR	South	Shimoga Town - Sagar Jambagaru	82	MG		
SWR	South	Sagar - Jambagaru - Talguppa	15	MG		
SWR	South	Nanjangud Town - Chamarajanagar	36	MG		
SWR	South	Hassan-Sravanabelagola	42	E		
WCR	West	Bhopal – Bina	140	A		
WCR	West	Bhopal – Itarsi	98	A		
WCR	West	Itarsi – Nagpur	4	A		
WCR	West	Nagda – Mathura	545	A		
WCR	West	Khandwa – Itarsi	176	B		
WCR	West	Khandwa – Jabalpur	1	B		
WCR	West	Itarsi – Japalpur	244	B		
WCR	West	Jabalpur – Katni	92	B		
WCR	West	Katni – Satna	98	B		
WCR	West	Satna – Manikpur	79	B		
WCR	West	BXN - Idgah – Agra	1	D		

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WCR	West	Sawai Mathopur – Jaipur	2	D		
WCR	West	Kota – Chittorgarh	153	D		
WCR	West	Badikui – Agra	2	D		
WCR	West	Gurla 'W' Cabin - Gurla 'D' cabin	2	D		
WCR	West	Bina – Katni	265	D Spl		
WCR	West	Bina – Katni	5	D Spl		
WCR	West	Bhopal - NSZ – Ujjain	4	D Spl		
WCR	West	Bina – Maksi	331	E		
WCR	West	Bina – Flyover	8	E		
WCR	West	Guna – Gwalior	224	E		
WCR	West	Itarsi - yard III Line	5	E		
WCR	West	Katni – Singrauli	247	E		
WCR	West	Satna – Rewa	51	E		
WCR	West	Kota – Ruthiyai	164	E Spl		
WCR	West	GQL – Sogaria	2	E Spl		
WCR	West	Kota 'C'- Sakatpura (Thermal Power Plant)	20	Siding		
		TOTAL	63435			

Note: The above list is an indicative list of sections and is not exhaustive. It may be possible that some of the already commissioned/operational sections are left out in this list. Bidder may please note that any such left out section which is commissioned/operational as on the date of opening of the tender shall also be the part of this list and desired connectivity condition in all such section has to be complied from the day one itself. However any additional section which is commissioned/operationalised after the day of opening of the tender shall also become the part of this list from the date of communication regarding its commissioning/operationalisation by RailTel/Railway and 92.5% coverage in 0-6 months and 95% in 7-12 months shall be applicable for such sections also.



LIST OF ZONAL & DIVISIONAL HQRS. AND IMPORTANT STATIONS OVER INDIAN RAILWAYS

SN	Railway Zones (Zonal HQrs.)	Coverage Yes/No	Division / HQrs.	Coverage Yes/No	Imp. Stations	Coverage Yes/No
1	Central Railway (HQ Mumbai)		Mumbai		Lokmaniya Tilak	
					Kalyan	
					Lonawala	
					Neral	
					Karjat	
					Diva	
					Roha	
					Dadar	
					Panvel	
					Kurla	
			Bhusawal		Nasik Road	
					Manmad	
					Chalisgaon	
					Pachora	
					Bhusawal	
					Khandwa	
					Jalamb	
					Akola	
					Badnera	
					Achlapur	
					Yavatmal	
			Nagpur		Wardha	
					Nagpur	
					Amla	
					Ballarshah	
					Majri	
					Pulgaon	
			Solapur		Wadi	
					Daund	
					Kurduwadi	
					Solapur	
					Hotgi	
					Pandharpur	
					Latur	
					Miraj	
			Pune		Pune	
					Satara	
					Kolhapur	
					Baramati	
2	Eastern Railway (Kolkata)		Sealdah		Lalgola	
					Murshidabad	
					Beldanga	
					Krishna Nagar	
					Ranaghat	
					Naihati	
					Sealdah	
					Bangaon	
					Gede	
					Dumdum	

				Hasnabad	
				Budgebudge	
			Howrah	Howrah	
				Bandel	
				Barddhaman	
				Katwa	
				Bolpur	
				Rampurhat	
				Pakur	
				Ahmedpur	
				Balgona	
				Azimganj	
			Asansol	Durgapur	
				Asansole	
				Jasidih	
				Andal	
				Siuri	
				Sainthia	
				Giridih	
				Baidhyanath Dham	
				Sitarampur	
			Malda	Maldah	
				New Farakka	
				Barharwa	
				Sahibganj	
				Bhagalpur	
				Jamalpur	
				Munger	
				New farakka	
3	East Central Railway (Hazipur)		Dhanbad	Gomoh	
				Barkakana	
				Daltonganj	
				Garwa Road	
				Singroali	
				Dhanbad	
				Katrasgarh	
				Chandrapura	
				Pathardih	
				Latehar	
				Barwadih	
			Danapur	Dildar Nagar	
				Buxer	
				Ara	
				Danapur	
				Patna	
				Bakhtiarpur	
				Mokama	
				Kiul	
				Jhajha	
				Punpun	
				Jahanabad	
				Tarighat	
				Fatuha	
				Islampur	
				Rajgir	

					Bihar Sharif	
					Nalanda	
					Nawada	
					Hilsa	
			Pandit Deen Dayal Upadhyaya		Gaya	
					Dehri on sone	
					Pandit Deen Dayal Upadhyaya	
					Son Nagar	
			Samastipur		Samastipur	
					Barauni	
					Banmankhi	
					Purnia	
					Saharsa	
					Chakia	
					Motihari	
					Sagauli	
					Raxaul	
					Narkatiaganj	
					Bagaha	
					Bettiah	
					Darbhanga	
					Sitamarhi	
					Bhikhana Thori	
					Sakri	
					Madhubani	
					Jaynagar	
					Nirmali	
					Jhanjharpur	
					Laukaha Bazar	
					Lohariasarai	
					Hayaghat	
					Paniyahawa	
			Sonpur		Khagaria	
					Muzaffarpur	
					Sonpur	
					Hajipur	
					Shahpur Patoree	
					Sonepur	
					Mansi	
					Begusarai	
					Mahnar Road	
					Desari	
					Bachwara	
4	East Cost Railway (Bhubaneshwar)		Khurda Road		Bhadrak	
					Cuttack	
					Bhubneshwar	
					Khurda Road	
					Balugaon	
					Brahampur	
					Palasa	
					Puri	
					Paradeep	
					Dhankenal	

				Talchar	
				Angul	
				Barang	
			Sambalpur	Sambalpur	
				Bargarh	
				Bolangir	
				Titlagarh	
				Kantabanji	
			Waltair	Srikakulam Road	
				Vizianagaram	
				Vishakhapatnam	
				Rayagada	
				Bobbili Jn.	
				Koraput	
5	Northern Railway (New Delhi/NCR)		Ambala	Saharanpur	
				Jagadhari	
				Ambala	
				Rajpura	
				Sirhind	
				Chandigarh	
				Kalka	
				Solan	
				Patiala	
				Dhuri	
				Bhatinda	
				Rup Nagar	
				Nangal Dam	
				Abohar	
				Jakhal	
				Barnala	
				Shimla	
			Delhi	Delhi / New Delhi	
				Rohtak	
				Jind	
				Shamli	
				Sonepat	
				Panipat	
				Kurukshetra	
				Nizamuddin	
				Faridabad	
				Narwana	
				Ghaziabad	
				Meerut	
				Rewari	
				Palwal	
				Muzaffar Nagar	
			Firozpur	Amritsar	
				Jalandhar	
				Ludhiana	
				Ferozpur	
				Katkopur	
				Moga	
				Fazilka	
				Kapurthala	
				TarnTaran	

				Pathankot	
				Jammu Tawi	
				Batala	
				Joginder Nagar	
				Dhagwara	
				Kotkapura	
			Lucknow	Varanasi	
				Jaunpur	
				Shahganj	
				Akberpur	
				Faizabad	
				Lucknow	
				Pratapgarh	
				Raibarelli	
				Sultanpur	
				Zafrabad	
				Janghai	
				Phaphamau	
				Unchahar	
				Unnao	
				Dalmau	
				Amethi	
				Partapgarh	
				Akbarpur	
				Firozabad	
				Azamgarh	
				Balau	
				Kunda Harnam Ganj	
			Moradabad	Bareilly	
				Shahjahanpur	
				Sitapur	
				Roza	
				Chandausi	
				Nazibabad	
				Moradabad	
				Laksar	
				Haridwar	
				Dehradun	
				Amroha	
				Gujraula	
				Hapur	
				Hardoi	
				Bijnor	
				Raiwala	
				Dhampur	
				Kanth	
6	North Central Railway (Allahabad)		Agra	Mathura	
				Agra	
			Allahabad	Mirapur	
				Allahabad	
				Etawah	
				Tundla	
				Aligarh	
				Farrukhabad	
				Hathras	

				Chunar	
				Chopan	
				Khurja	
				Fatehpur	
				Mirjapur	
				Mainpuri	
			Jhansi	Jhansi	
				Banda	
				Manikpur	
				Orai	
				Gwalior	
				Sabalgarh	
				Dhaulpur	
				Morena	
				Mahoba	
7	North Eastern Railway (Gorakhpur)		Izzatnagar	Kasganj	
				Badaun	
				Izzatnagar	
				Lalkuan	
				Bhojipura	
				Ram Nagar	
				Pilibhit	
				Shahjahanpur	
				Kathgodam	
				Rampur	
			Lucknow	Lucknow City	
				Mailani	
				Gonda	
				Bahraich	
				Tikunia	
				Nanpara	
				Burhwal	
				Barabanki	
				Manakpur	
				Basti	
				Gorakhpur	
				Anand Nagar	
			Varanasi	Chhapra	
				Siwan	
				Bhatni	
				Kaptanganj	
				Thawe	
				Mau	
				Aunrihar	
8	North Frontier Railway (Maligaom,Guwa hati)		Katihar	Katihar	
				Barsoi	
				Kishanganj	
				Malda	
				Singhabad	
				Jalpaiguri	
				Kumedpur	
				Katihar	
				Haldibari	
				Balurghat	

				Tez Narayanpur	
				Jogbani	
				Raiganj	
				Radhikapur	
				Koliaganj	
				Darjeeling	
				Kurseong	
				Rani Patra	
				Kasba	
				Jalalgarh	
				Kusiargaon	
				Simraha	
				Farbesganj	
				Sogbani	
				Sonaili	
				Jhaua	
				Salmari	
				Kanti	
				Hatwar	
				Panjipara	
				Gaisal	
				Pranpur Road	
				Mahanadi	
				Gabardanga	
				Rangtong	
				Labha	
			Alipur Duar	Alipurduar	
				New Mal	
				Samuktala Road	
				Dhubri	
			Lumding	Guwahati	
				Chaparmukh	
				Kamakhya	
				Lumding	
				Badarpur	
				Karimganj	
				Baraigram	
				Dharmanagar	
				Kumarghat	
				Manu	
				Silchar	
				Kotakhal	
				Lala Bazar	
				Bhairabi	
				Jiribum	
				Badarpur	
				Sukritipur	
				Hilara	
				Bihara	
				Panchgram	
				Katakhal	
				Scalchapra	
				Arunachal	
				Silchar	
				Hailakandi	
				Lalabazar	

				Kalkalighat	
				Chourabari	
				Dharmanagar	
				Maibong	
				Lower Halflong	
				Mahur	
				Dhalpukhari	
				Jugijan	
				Barlongfer	
				Dhansari	
				Rangapahar	
				Sarupathar	
				Barpathar	
				Laopani	
			Rangiya	New Bongiagaon	
				Rangiya	
				Rangapara North	
				Tezpur	
				North Lakhimpur	
				Murkongselek	
				Goreswar	
				Tangla	
				Harisinga	
				Rowtabagan	
				Majbat	
				Dhalaibil	
				Nizbargong	
				Helem	
				Gohpur	
				Tatibahar	
				Kethalpukri	
				Boko	
				Dhupdhara	
				Rangjuli	
				Krishnai	
				Sarupeta	
				Patildaha	
				Bijni	
			Tinsukhia	Chaprakata	
				Furkating	
				Diphu	
				Dimapur	
				Mariani	
				Simalguri	
				New Tinsukia	
				Dangri	
				Moranhat	
				Dibrugarh Town	
				Makum	
				Ledo	
				Furkating Jn.	
				Kamarbandhaali	
				Titabar	
				Mariani Jn.	
				Nakachari	
				Seleng Hat	

				Amguri	
				Namtiali	
				Simaluguri Jn.	
				Lakwa	
				Safrai	
				Bhojo	
				Sapekhati	
				Bordubi Road	
				Namrup	
				Naharkatia	
				Duliajan	
				Charali	
				Rupai	
				Panitola	
				Chabua	
				Dikom	
				Lahoal	
				Chalknoa	
				Golaghat	
				Baran Bamungaon	
				Bhalukmara	
				Cinnamara	
				Sirsagar Town	
				Makum Jn.	
				Tingrai	
				Digboi	
				Margherita	
				Tirap	
9	North Western Railway (Jaipur)		Ajmer	Abu Road	
				Marwar	
				Ajmer	
				Udaipur City	
				Chittaurgarh	
				Malvi	
			Jodhpur	Luni	
				Jodhpur	
				Phalodi	
				Pokhran	
				Jaisalmer	
				Merta Road	
				Phulera	
				Degana	
				Sandari	
				Barmer	
				Munabao	
				Bhiladi	
			Bikaner	Bikaner	
				Lalgarh	
				Suratgarh	
				Hanumangarh	
				Anupgarh	
				Sarupgarh	
				Sirsa	
				Hisar	
				Bhiwani	

					Sriganga Nagar	
1	Southern					
0	Railway		Chennai		Chennai Central	
	(Chennai)				Arakkonam	
					Katpadi	
					Jolarpettai	
					Gummidipundi	
					Sullurpeta	
					Chengalpettu	
					Tindivaram	
					Kanchipuram	
					Sullurpeta	
					Walajah Road	
			Madurai		Madurai	
					Vanchimaniyachchi	
					Tuticorin	
					Tirunelveli	
					Manamadurai	
					Tenkasi	
					Rameshwaram	
					Palani	
					Pollachi	
					Podanur	
					Kallam	
					Sengattai	
					Tiruchendur	
					Bodinayakkanur	
					Sangottai	
					Manaparai	
			Palghat		Salem	
					Erode	
					Coimbatore	
					Palakkod	
					Shoranur	
					Kozhikkodi	
					Kannur	
					Kankanodi	
					Mangalore	
					Nilampur Road	
					Mettupalaiyam	
					Udagamandalam	
					Karur	
					Kulitalai	
			Triuchchirappalli		Tiruchchirappalli	
					Viruddhachalam	
					Villupuram	
					Jhanjareur	
					Kumbakonam	
					Mailaduthurai	
					Tiruvarur	
					Pondichery	
					Cuddalore	
					Chidambaram	
					Tirukuraipundi	
					Karaikudi	
					Nagapattenam	

				Nagore	
				Tiruvannamalai	
				Agastiyampalli	
				Lalguri	
			Thiruvananthapuram	Thiruvananthapuram	
				Ernakulam	
				Kallam	
				Kottayam	
				Kochi	
				Nagercoil	
				Kanyakumari	
				Alappzha	
				Kayankulam	
				Gurureayur	
1	South Central				
1	Railway		Secunderabad	Secunderabad	
	(Secunderabad)			Jangaon	
				Kazipet	
				Warangal	
				Bolarum	
				Kamareddi	
				Nizamabad	
				Kachegura	
				Falaknuma	
				Shadnagar	
				Mehbubnagar	
				Kurnool Down	
				Jankampet	
				Singareni	
				Collieries	
				Sirpur	
				Kaghaz Nagar	
				Nalganda	
				Miryolguda	
				Bibinagar	
				Ramgundam	
			Hyderabad	Hyderabad	
				Begampat	
				Vikarbad	
				Wadi	
				Bidar	
				Latur Road	
				Parli Vaijnath	
				Parbhani	
			Vijaywada	Vijaywada	
				Dornakal	
				Warangal	
				Gudiwada	
				Nidadavolu	
				Rajamundhry	
				Samalkot	
				Visakhapatnam	
				Machilipatnam	
				Bhimavaram	
				Narsapur	
				Vendra	

				Kakinada	
				Kotipalli	
				Peddampalli	
				Karimnagar	
				Sirpur town	
				Manikgarh	
				Godchandur	
				Bhadrachalam	
				Manuguru	
				Karepalli	
				Chirala	
				Bitragunta	
				Kavali	
				Eluru	
				Tuni	
				Marasapur	
				Gudur	
				Sattenapalli	
			Guntakal	Guntakal	
				Mantralay Road	
				Raichur	
				Gooty	
				Dahrmavaram	
				Renigunta	
				Triupati	
				Katpalli	
				Pakala	
				Balari	
				Tirupati	
				Chittoor	
			Nanded	Mudkhed	
				Nanded	
				Parbhani	
				Jalna	
				Aurangabad	
				Nagarsol	
				Basar	
				Pimpalkutti	
				Adilabad	
				Purna	
				Hingoli Deccan	
				Akoat	
			Guntur	Guntur	
				Ongole	
				Tenali	
				Repalle	
				Macherla	
				Narasareopet	
				Donakonda	
				Giddalur	
				Nandyl	
				Dhone	
1	South Eastern				
2	Railway		Adra	Bankura	
	(Gardenreach, Kolkata)			Adra	
				Bhojudih	

				Mohude	
				Purulia	
				Chandil	
				Kotshila	
				Bokaro Steel City	
				Sonamukhi	
				Talgaria	
			Ranchi	Hatia	
				Ranchi	
				Muri	
				Lohardanga	
				Ramgarh Cantt	
				Bano	
				Kurkura	
			Chakradharpur	Tatanagar	
				Chakradharpur	
				Rourkela	
				Jharsugura	
				Aunlajori	
				Rajkharswan	
				Barajamda	
				Birmitrapur	
				Barsuan	
				Sini	
			Kharagpur	Kharagpur	
				Balasore	
				Midnapur	
				Shalimar	
				Panskura	
				Tamluk	
				Haldia	
				Digha	
				Rupsa	
				Bairipada	
				Santragachi	
				Mecheda	
				Bagnan	
1	South Western				
3	Railway		Bangalore	Bangalore City	
	(Bangalore)			Bangalore Cantt.	
				Bangerpet	
				Marikuppam	
				Yesvantpur	
				Yelahanka	
				Hindupur	
				Tumkur	
				Hosur	
				Dharmapuri	
				Chikballapur	
				Kolar	
			Mysore	Arsikere	
				Birur	
				Chikjajur	
				Harihar	
				Chitradurg	
				Shimoga Town	

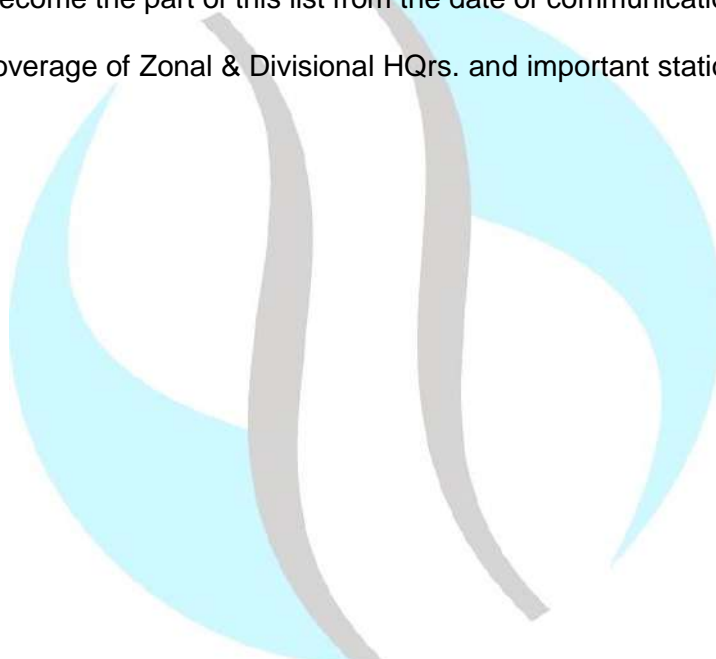
				Hassan	
				Kabakapptir	
				Subramanyam Road	
				Sakleshpur	
				Nanjangud Town	
				Chamraja Nagar	
				Challakere	
				Channa Patna	
			Hubli	Hubli	
				Gadag	
				Hospet	
				Gadiganuru	
				Bellary	
				Dharwar	
				Londa	
				Belgaum	
				Castle Rock	
				Kulem	
				Madgaon	
				Vasco-Da-Gama	
				Bijapur	
				Rayadurg	
				Bagalkot	
				Kanginhal	
				Taluguppa	
				Ghatprabha	
				Koppal	
1	South East				
4	Central Railway		Bilaspur	Champa	
	(Bilaspur)			Bilaspur	
				Pendra Road	
				Anuppur	
				Shahdol	
				Umaria	
				Manendragarh	
				Chirimiri	
				Ambikapur	
				Korba	
				Gewra Road	
				Chandia Road	
				Pondra Road	
			Raipur	Raipur	
				Durg	
				Abhanpur	
				Rajim	
				Dhamtari	
				Dallirajhara	
			Nagpur	Gondia	
				Tamsur Road	
				Nagpur	
				Chanda Fort	
				Tirodi	
				Ramtek	
				Balaghat	
				Nainpur	
				Saoner	

				Chhindwara	
				Katangi	
				Raj Mand Gaon	
				Tumsar Raod	
				Itwari	
				Kanchan	
1	5	Western Railway (Mumbai Central)	Mumbai Central	Mumbai Central	
				Bandra Terminus	
				Valsad	
				Surat	
				Nandurbar	
			Vadodra	Amalner	
				Bharuch	
				Vadodra	
				Nadiad	
				Godhra	
			Ratlam	Nagda	
				Ratlam	
				Dahod	
				Ujjain	
				Maksi	
			Ahemdabad	Indore	
				Admedabad	
				Viramgam	
				Gandhidam	
				Bhuj	
			Rajkot	Mehesana	
				Palanpur	
				Samakhali	
				Himmatnagar	
				Okha	
			Bhavnagar	Jam Nagar	
				Rajkot	
				Surendra Nagar	
				Wankaner	
				Veraval	
				Sihar	
				Batod	
				Bhav Nagar	
				Porbander	
				Kanalus	
				Junagarh	
				Khijadiya	
				Jetalsar	
1	6	West Central Railway (Jabalpur)	Kota	Shamgarh	
				Kota	
				Sawai Madhopur	
				Gangapur City	
				Bayana	
			Bhopal	Bharatpur	
				Bina	
				Bhopal	
				Itarsi	
				Ruthiyai	

					Guna	
					Shivpuri	
			Jabalpur		Jabalpur	
					Katni	
					Satna	
					Damoh	
					Rewa	

Note:

1. The above list is an indicative list and is not exhaustive. Any additional important Railway station/Railway establishment which is left out in the above list or commissioned later shall also become the part of this list from the date of communication by RailTel/Railway.
2. Status of coverage of Zonal & Divisional HQrs. and important stations should be indicated separately.



रेलटेल
RAILTEL
 A Government of India
 Undertaking

(THIS ANNEXURE IS REQUIRED TO BE UPLOADED ALONG WITH FINANCIAL OFFER)

1. Bidder has to submit tariff for ISD Call Rates in above format. L-1 bidder will have to accept the lowest offered ISD tariff and same shall be applicable for all CUG User under this contract.

ISD RATES			
Countries	PLAN A	PLAN B	PLAN C
USA, Canada, UK, Singapur			
Thailand, Malaysia			
Bangladesh, Bhutan, Indonesia, Hong Kong, Kuwait, Bahrain, Pakistan, Srilanka, Nepal & UAE			
Rest of the world			
SMS Charges			
INMARSAT calls			

2. Telecom Service provider shall provide topup data packages for individual CUG subscribers to topup his/her data plan beyond the CUG limit in the given format. In no case bidder shall charge rates higher than the rates offered by the bidder to its other customers at the time of the charging.

DATA TOPUP RATES (Domestic)		
SN	Data (in GB)	Price (In Rs.)
1	2	
2	5	
3	10	
4	15	
5	20	
6	30	
7	50	
8	100	

3. **INTERNATIONAL DATA TOPUP RATES:** Telecom Service Provider shall provide packages for individual CUG subscribers while in International Roaming to topup his/her data plan in the given format. In no case bidder shall charge rates higher than the rates offered by the bidder to its other customers at the time of the charging.

SN	Data (in GB)	USA, Canada, UK, Europe Price (In Rs.)	Australia, Thailand, Singapore, Srilanka, Malaysia Price (In Rs.)	UAE, Russia, Japan, Nepal, Brazil Price (In Rs.)	Argentina, South Africa, Bhutan Price (In Rs.)	Rest of the world Price (In Rs.)
1	2					
2	5					
3	10					
4	15					
5	20					
6	30					
7	50					
8	100					

PROFORMA FOR UNDERTAKING FOR NETWORK ENHANCEMENT

To

General Manager/RailTel,
RailTel Corporation of India Limited,
Gurgaon.

I / We hereby undertake:

1. That I/we are a telecom operator having PAN India mobile connectivity presence to cover all Divisions, Zones, Production Unit, PSUs and other associated offices of Indian Railways. I therefore meet the eligibility criteria as laid down in clause 3.2/1
2. That I/we own operational network with 3G/4G and above technology based Cellular Services in _____ Nos. telecom Circles of India and have arrangement with other operators for _____ Nos. telecom circles where I/we don't have own licence (strikeout the non applicable part and mention the details of arrangement with other operators).
3. That the coverage of my/our mobile cellular network along the railway tracks for the route sections as given in Annexure-VIII (alongwith note in the end of the list) is not less than 80% averaged over all these sections of Indian Railways with signal strength of $\geq -90\text{dBm}$ (for 3G) & $\geq -110\text{dBm}$ (for 4G and above)/as recommended by TRAI and that I meet the eligibility criteria as laid down in clause 3.2 (3).
4. To further improve the section wise network coverage upto 95% with signal strength of $\geq -90\text{dBm}$ (for 3G) & $\geq -110\text{dBm}$ (for 4G and above)/as recommended by TRAI a continuous dark zone of not more than 500 Mtrs. in each section along the communicated/ Railway track as per the stipulated time frame and route sections.
5. That my/our network have 100% coverage at all Railway offices and Railway colonies and 90% on other important locations as given in Annexure-IX.
6. That I/we shall enhance the network coverage by 92.5% in 0-6 months (Phase-I), and up to 95% in 7-12 months (Phase-II). In case I/we fail to provide target coverage of 92.5% in Phase-I & 95% in Phase-II, then penalty of 5% after Phase-I and 10% after Phase-II shall be imposed as laid down in clause No. 3.2 (6) of the tender. I/We undertake to comply clause 3.2 (6) during the entire period of the contract.
7. That the various percentage coverage of the network as undertaken above are with signal strength of $\geq -90\text{dBm}$ (for 3G) & $\geq -110\text{dBm}$ (for 4G and above)/as recommended by TRAI.
8. In compliance to clause 6.13.2, we agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly

(Signature of Firm's Authorized Officer)

Seal of the firm

Signature of witness:

1.
2.

Format for Bid Security Declaration

(On Non-judicial stamp paper of Rs. 100/-)

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



CHAPTER 10

CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ref No. of Offer
1	Cost of tender document as per NIT		
2	Power of Attorney in favour of person signing the bid documents (including Board resolution and trail of POA).		
3	Downloaded tender document along with corrigendums if any digitally signed.		
4	Bid security declaration as per Annexure-XII to be submitted as per NIT/bid data sheet, Clause no. 6.4 Chapter 6.		
5	Documents/ declarations towards technical eligibility conditions,(as per chapter-3, clause 3.2 and annexure-XI)		
6	Technical Literature and Brochures.		
7	Documents towards financial eligibility criteria. As per Chapter-3, clause-3.2.		
8	Compliance statement for acceptance of all the tender conditions as per clause-3.51 (Format Annexure-IV, chapter-9)		
9	Deviation statement if any as per clause-3.51(Chapter-wise and Clause-wise) (Format Annexure-IV, chapter-9)		
10	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/ IGST, Insurance etc. (Format SOR, Chapter-I)		
11	Credential Verification Affidavit as per chapter-3, clause 3.38 (Format Annexure-II, Chapter-9).		
12	Offer letter duly signed as per clause 6.1 (Format in Chapter-5.)		
13	Performa related to public buying as per chapter-3, clause 3.39 (Format Annexure-VI, Chapter-9).		
14	Integrity pact (Two copies on stamp paper as per clause 3.43 (Format Annexure-VII, Chapter-9).		
15	Bid Security Declaration (On stamp paper as per clause 3.43 (Format Annexure-XII, Chapter-9).		
16			

Note: Bidders is required to submit all the applicable formats of chapter-9 carefully and completely.

DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER (all 12 above items along with sub items must be summarised in the below mentioned performa):

SN	Clause	Supporting documents	Details/Remarks	Page no.
1				
2				
3				
4				
5				

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

END OF THE DOCUMENT

