

Chapter-I

SCHEDULE OF REQUIREMENT

(Price Schedule)

SN	Item Description	Unit	Qty	AMC Unit Basic Price for three years	GST @ %	Total AMC Cost for three years C.I.P. destination (In Rs.)	
				(In Rs.)	(In Rs.)	In fig.	In words
SOR-1	Extension of OEM's Support of Palo alto - PA850 NGFW Firewalls for 03 years	No.	5	Rate should be quoted in Financial bid			
Total:							

Note:

- Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc.
- The breakup of price of each item of SOR in terms of basic Unit price, Taxes, and any other Levies/ chargers already paid or payable by the firm shall also be quoted separately.
- RailTel has its discretion to freely change the location of the equipment Cards installed during the currency of AMC and the contractor shall carry out the AMC with same commercial terms.
- All the Items should be quoted with Three years AMC support (NBD).
- GSTIN ID of vendor from where goods/services will be supplied

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Chapter-II

SCOPE OF WORK

1.1 Name of the Work

Extension of OEM Support of Palo Alto Make Firewalls.

1.2 Scope of Work:

The broad scope of work is to carry out the OEM Support of Palo alto male firewall i.e. PA850 NGFW deployed at RailTel's Network. The work includes provision of technical support, Repair / Replacements and return of defective hardware, and site visit by experts in case of complex failures. This Contract will cover the provision of remote as well as on-site services (in case of emergency like situations requiring deputing the competent technical resources to attend the failures) to be provided by the contractor. This document will also cover the Hardware Replacement and Return services for the rectification of defective modules/cards/parts etc. which are the key tools in use for uninterrupted traffic. The support must be 8X5 NBD. It also includes the Key Performance Parameter which will decide the outcome of the contractor within a reasonable time frame along with the provision of penalties. This Contract will cover the following services:

- i) Technical Support Service.
- ii) Hardware Repair/Replacement Service.
- iii) Software updates /OS Updates.

1.3 Serial No of Deployed firewalls for which OEM's support is required:

- i) 11901041736
- ii) 11901041957
- iii) 11901041965
- iv) 11901041978
- v) 11901060037

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Chapter-III

TERMS & CONDITIONS

1. The bidder should be an Authorized Partner of the OEM.
2. Specific acceptance from Bidder as per Form no. 3 and OEM is required to be enclosed as per Form no. 2. Any deviation / non acceptance may lead to rejection of the bid summarily.
3. Detailed standard conditions given in Chapter-IV shall be applicable for the Annual Maintenance Contract between RailTel and the Contractor.
4. **Qualification Criteria:**

Qualifying criteria under this clause lays down minimum acceptable qualifications to successfully complete the project. Bids from bidder not meeting these qualification criteria shall be summarily rejected.

N	Basic Requirement	Eligibility Requirements	Criteria	Supporting Document Required
1.	Legal Entity	<p>The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years.</p> <p>OR</p> <p>The bids from Consortium/ Joint Venture entity are also allowed.</p>		<p>Certificate of Incorporation / Registration</p> <p>or</p> <p>Memorandum of Association (MoA)</p> <p>In case of JV / Consortium Agreement for Consortium/ Joint Venture.</p>
2.	Financial Capability	<p><i>The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% i.e., Rs.86,61,052/- 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. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily</i></p>		<p>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>

N	Basic Requirement	Eligibility Requirements	Criteria	Supporting Document Required
		<i>mentioned on copy of certified Balance Sheet/Certificate.</i>		
3.	Technical Capability	<p>The tenderer must have successfully completed any of the following during last 03 (Three) years, ending last day of month previous to the one in which tender is invited:</p> <p>One similar work each costing not less than the amount equal to 35% of advertised value of the tender. or Two similar works each costing not less than the amount equal to 20% of advertised value of the tender, or Three similar works each costing not less than the amount equal to 15% of advertised value of the tender</p> <p># Similar Work: Projects of Supply/AMC of Hardware /Software Solution items in Government / PSUs / Telecom Service Providers network/ISP Network/ Public listed company.</p>	<p>Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>Past Experience details to be attached with Bid.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>	
4.	No Black Listing	The bidder including Sub contractors should not have been black-listed currently by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	Self-Declaration by the Bidder on Company's letter head	

N	Basic Requirement	Eligibility Requirements	Criteria	Supporting Document Required
5.	Bidder Type	The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ISP/NLD, Services License of Government of India for Telecom Operation.		Undertaking to be submitted by the Bidder
6.	MAF	Bidder should have authorization specific to this tender from respective OEM		MAF as per Annexure

5. Taxes & Duties

- 5.1. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 5.2. 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.
- 5.3. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 5.4. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 5.5. 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. Thesame provisions shall be applicable in case of debit/credit notes.
- 5.6. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 5.7. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 5.8. 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 on award of LOA.
- 5.9. The imposition of any new tax and/or increase/ in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions ifany and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, providedsuch 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 withhold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

5.10 Evaluation Criteria:-

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. Execution of LOA/Purchase Order

- 6.1 The quantities of items indicated in the schedule of Requirements, are indicative. Purchaser will issue an LOA/Purchase Order to the successful bidder for the quantities indicated in Schedule of Requirements. The contractor will have to honour all the SPOs/POs issued and complete the work as per conditions mentioned in the tender document.
- 6.2 The issue of LOA/Purchase Order in favour of the successful bidder shall constitute the intention of the purchaser to enter into contract with the bidder.
- 6.3 The successful bidder has to submit the copy of the LOA/Purchase order duly signed on each page including Annexures as a token of acceptance & will submit the Performance Bank Guarantee for due fulfillment of the LOA/PO.
- 6.4 Bidder shall furnish documentary proof of back to back arrangement with OEM for Long Term Maintenance Support within 30 days after issue of LOA/PO.
- 6.5 In the event of any tenderer whose tender is accepted and refuses to execute the LOA/PO as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order / LOA and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.

7. Annulment of Award

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

8. Earnest Money Deposit (EMD)/Bid Security

All the Bidders are required to deposit EMD amount of Rs. 1,15,500/- as “Earnest Money” through RTGS/Internet Banking.

The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and

conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit).

- 8.1 Offers without complete amount of Earnest Money shall be summarily rejected
- 8.2 Earnest Money of the unsuccessful bidder will be discharged/ returned as promptly as possible.
- 8.3 The successful bidder's EMD will be discharged upon the bidder's acceptance of the LOA/PO.
- 8.4 Bank Details for RTGS / Internet Banking for submission of EMD is given below:

Account Number	340601010050446
IFSC	UBIN0534064
Bank & Branch	Union Bank of India, Yusuf Sarai Branch, New Delhi
Account holder Name	RailTel Corporation of India Limited

- 8.5 Bidder to indicate bid no. and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the online payment transfer along with bid.
- 8.6 No exemption on EMD will be given to traders/ distributors/ sole agent as per Public Procurement Policy for MSEs Order,2012.

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9. Clause wise Compliance

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

10. Governing Laws

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

11. Risk & Cost

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

12. Limitation of Liability

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

13. Termination for Insolvency

The purchaser may at any time terminate the LOA/Sub PO/PO by giving written notice to the tenderer, without compensation to the tenderer, if the tenderer becomes bankrupt or otherwise

insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

14. Submission of Offers

- 14.1 All offers in the prescribed forms should be submitted online before the time and date fixed for the receipt of the offers. If online bid is not found on E-tendering Portal at the time of online Tender Opening Event (TOE), physical envelope containing offline documents will be returned unopened to the bidder during TOE itself or after TOE in case bidder's representative is not present during TOE.
- 14.2 In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- 14.3 ATTESTATION OF ALTERATION: No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.
- 14.4 The tenderer shall submit digitally signed copy of Tender Document / Corrigenda downloaded from e-Tendering Portal.
- 14.5 The offer shall be submitted online in two packets (for Technical and Commercial/ Price Bid separately).

15. Constitution of Firm and power of Attorney

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

15.5 The duly notarized Power of Attorney shall be submitted in original or duly signed.

16. For Micro and Small Enterprises (MSEs)

16.1 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. Traders/ distributors/ Sole agent/ Work Contracts are excluded from the purview of the policy.

16.2 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.

16.3 The MSEs must also indicate the terminal validity date of their registration.

16.4 Failing 16.2 and 16.3 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.

17. Opening of Tender:

Tenderer's Bid will be opened on specified date & time as mentioned in GeM portal

18. Non-Transferability & Non-Refundability

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

19. Errors, Omissions & Discrepancies

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

20. Wrong Information by Tenderer

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender the RailTel reserves the right to reject such tender at any stage.

21. The envelope containing any offline documents shall be addressed to the Purchaser at the following address:

General Manager/Project
RailTel Corporation of India Ltd. Plot Plate-A, 6th Floor, Office Block Tower-2, East Kidwai
Nagar, New Delhi-110023

22. The envelope shall bear name of the tender, the tender no. and the words "DO NOT OPEN BEFORE" (due date).

23. Offer / Bid should be submitted online.

24. In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.

25. Credential Verification:

- 25.1 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.
- 25.2 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 available in this tender document. 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.
- a. 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.
- b. 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.

26. For Micro and Small Enterprises (MSEs):

- 26.1 “RailTel is registered with m1xchange TReDS Platform having Buyer registration Number “BUYER00001496”. The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 26.2 MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- 26.3 MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise

from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

- 26.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

27. TReDS Platform:

- 27.1 RailTel is registered with m1xchange TReDS platform having buyer registration number "BUYER00001496". The URL for m1xchange platform is <https://m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by m1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
- 27.2 MSE vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting charges, Interest on financing, or any other charges known by any name shall be borne by MSE vendor.
- 27.3 MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and affiliates, Directors, Officers, representative, agents and employees indemnified, from any and all damages, losses claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS platform or from the use of Services from the Buyer's breach of any of the terms and conditions of the Usage terms or of this agreement and any applicable Law on a full indemnity basis.
- 27.4 RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damage for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

28. Restrictions under Rule 144(xi) of GFR, 2017:

Any bidder from a country which shares a land border with India will be eligible to bid in this procurement, if the bidder is registered with the competent authority only, as per GoI guidelines. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. **A certificate on their letterheads as per Form-5 shall be submitted by all the bidders regarding their compliance with this order.** If such certificate given by a bidder

whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

Chapter-IV

Detailed standard conditions applicable for the OEM Support

1. Introduction

This document contains the standard conditions applicable for the support Contract between RailTel and the Contractor. Contractor is defined as the company who has entered into Contract with RailTel for products / equipment's deployed over the RailTel telecommunication network and the warranty of these equipment's has expired. All the equipment's / cards / modules given in SOR will be covered under this contract. Any addition or deletion will be decided mutually by RailTel and the contractor. This document will also cover up the Repair and Return / Replacement services for the rectification of defective modules/cards/parts etc. which are the key tools in use for uninterrupted traffic. It also includes the Key performance parameter which will decide the outcome of the contractor within reasonable time frame along with the provision of penalties. This Annual Maintenance Contract will cover the following services:

- (i) **Technical Support service.**
- (ii) **Repair and Return / Replacement Service.**
- (iii) **Software Updates.**

2. Basic Definitions and terminology Used:

RailTel: RailTel Corporation of India Limited having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 and Corporate Office at Plot No. 143, Institutional Area, Sector-44, Gurugram-122003.

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

OEM: OEM (Original Equipment Manufacturer) means firm/company whose equipment are proposed to be covered under this tender.

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

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

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

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

Maintained Products: Details of equipment's with location wise deployment and serial identification numbers to be incorporated in a statement jointly signed by RailTel and Contractor, which will be covered under AMC contract.

Severity Levels:

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

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

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

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

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

Key Performance Indicators (KPIs):

The key performance indicators (KPI) established by contractor and RailTel, are dependent on the severity level of the request as reported by RailTel to the TSC through telephone. Contractor’s KPIs extend to Maintained Products running on a currently supported software version release only. These are KPIs which will decide the penalties to be imposed on contractor if he fails to achieve the fixed parameter for both remote services and Repair & Return services.

“Response Time” (also known as Specialist Call-back) means the time period from when RailTel first notifies the Contractor/OEM’s welcome center of a reported problem to when contractor’s/OEM’s expert attempts to contact RailTel via telephone or preferred contact method as defined when submitting the request.

“Restore Time” (also known as Remote Neutralization) means a measure of the length of time from when contractor/OEM is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when contractor/OEM provides the means to return a system to operational status. This will be applicable only for services impacting cases. Travel time of field’s engineers or TSC engineers and spare arrangement times will be excluded in this.

Resolve Time (Also known as Final Resolution Time) means a measure of the length of time from when RailTel first notifies the contractor/OEM’s welcome center to the time when a solution to address the issue is made available to RailTel. This may or may not occur simultaneously with Restore Time.

Patch Releases/Maintenance Releases:-

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

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

3. Technical Support Service:-

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

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

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

4. Contractor’s responsibilities:

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

- (i) Troubleshoot network problems via phone, virtual private network, or modem connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.
- (ii) Provide technical advice and guidance via telephone or email by Contractor’s product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.
- (iii) Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.

- (iv) For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.
- (v) Not Used.
- (vi) The Incharge of Data Centers (DC/DR) shall fill up the history sheet containing the statistics about the health of equipments installed at the concerned site and send areport, on monthly basis. Based on this history sheet the contractor shall analyze the health report of each site and if something alarming or unusual is noticed, shall advise the DC staff of RCIL to take necessary actions for preventive maintenance of such equipments. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

5. Software Update:

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

6. RailTel Responsibility:-

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

- (i) RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.
- (ii) RailTel will provide remote access to Contractor/OEM's TSC to access their network through a secure connection.
- (iii) RailTel will perform first level diagnostics before handing over the ticket to the Contractor. RailTel will share all network layouts, link details etc which may be needed by Contractor to help troubleshooting the issue.
- (iv) RailTel will provide all necessary documents for repair of cards.
- (v) RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipments etc. to give remote access to Contractor.

7. Repair and Return / Replacement Services

7.1 Contractor's Responsibility:-

- 7.1.1 The Contractor will take- over the defective cards/SFPs from each of the RailTel DC/DR and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
- 7.1.2 After receiving a defective part request from RailTel through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel DC/DR. All the documentation including identification number (Serial number) will be provided by RailTel.
- 7.1.3 There will be initial one time activity of all existing faulty cards being repaired by Contractor before commencement of the AMC. AMC will cover only equipments which are in working condition. The list of existing faulty cards/parts will be shared by RailTel with the contractor.
- 7.1.4 **Delivery Period:** The received defective part will be got Repaired/Replaced by the contractor in NBD. The contractor will also give probable reason for repeated failure cards/modules.
- 7.1.5 The penalties mentioned below will be applicable for not replacing the faulty part within mentioned time period. The contractor will also give probable reason for repeated failure of cards/ modules.
- 7.1.6 **Uninterrupted Network:** For smooth and uninterrupted traffic during the repair / replacement being carried out by the contractor.
 1. RailTel will use its own spare card if faulty card is not replaced immediately by the contractor.
 2. All transportation, freight and insurance charges will be borne by the contractor.
 3. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

7.1.7 RailTel's Responsibility

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

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

7.2 Return

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

7.3 Services Level Agreement Values (SLA):

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

7.4 Technical Support Services:

During this AMC period, whenever needed, RailTel may contact the Contractor's/OEM Support center through a dedicated phone no. or e-mail address or Web for every issue or request. The support Centre of the Contractor will be available 24 hours a day and 365 days of the year.

7.5 Repair and Return / Replacement Services:

During LONG TERM MAINTENANCE SUPPORT, if the Bidder fails to replace card/Part within 10 Working days as in para 4 above, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than NBD and up to one week (from the date of receipt)	2% of the cost of affected part/module
All Modules and accessories	More than one week and upto two weeks (from the date of receipt)	5% of the cost of affected part/module
All Modules and accessories	More than two weeks and upto three weeks (from the date of receipt)	8% of the cost of affected part/module
All Modules and accessories	More than three weeks (from the date of receipt)	10 % of affected part/module

Note:

7.5.1 In event of that bidder fails on both service SLA and replacement services the maximum aggregate penalties would be limited to equipment cost.

7.5.2 OEM should provide facility to RailTel for direct fault case open on TAC

Support in case of emergency.

8 General Conditions of Contract:

8.1 Period of AMC / Validity of Contract

This Annual Maintenance Contract will be valid for a period of 3 years from the date of issue of LOA for AMC.

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

8.2 Performance Bank Guarantee (Security Deposit):

- i) The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% of issued PO/ LOA value, the same should be submitted within 30 days of issue of LOA/PO, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty/AMC period plus four months for lodging the claim. The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty/AMC obligations under the contract. PBG claim period should also be till 1 year after PBG Validity.
- ii) The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately.
- iii) The Performance Bank Guarantee (security deposit) will bear no interest.
- iv) This PBG would be released after satisfactory completion of AMC contract plus 4 months.
- v) 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.
- vi) The Performance Security will be forfeited and credited to the RailTel Corporation of India Limited (RCIL) account in the event of a breach of contract by the contractor.
- vii) A Performance Bank Guarantee (PBG) shall be furnished within 30 (thirty) days of issue of LOA/PO and it should be valid for a period of 40 months initially and shall be renewed on annual basis. PBG shall remain valid for a period of 4 months beyond the date of completion of all warranty/AMC contract obligations of the Bidder.

8.3 Offer/Bid Prices and Taxes:

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

8.4 Payment Terms:

- 8.4.1 AMC charges shall be paid on quarterly basis by RailTel after successful completion of maintenance support of that quarter on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:
 - Invoice.
 - Monthly trouble ticket & repair report.
 - Supporting documents for back to back arrangement with OEM for Long Term Maintenance Support for complete AMC period for full quantity of all the items covered in the SOR along with serial numbers.
 - Certification by DC/DR In charge for successful AMC services
- 8.4.2 **Bill Passing & Paying Authority:** Bill passing and paying authority for the AMC under SOR is Jt.GM/DC/SC and Finance/SR. All Bills shall be submitted to the Jt.GM/DC/SC for certifying and verification and onwards submission to Finance Department of RailTel for releasing the payment.
- 8.4.3 Monthly reports will be shared with RailTel compulsorily. Format will be mutually decided by RailTel and Contractor.

8.5 Execution of contract

The In charge of DC/DR or his nominated representatives will be responsible for the execution of the contract under their respective jurisdiction.

8.6 Validity of Offer:

The tenderer shall keep the offer open for a minimum period as mentioned in the BDS. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his Earnest Money.

8.7 Rates During Negotiation:

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

8.8 Tenderers Address

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

8.9 Not Used

8.10 Law governing the contract:

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

8.11 Force Majeure clause:

If at any time, during the continuance of this contract, the performance, in whole or part, by either party, of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, Civil Commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, quarantine restrictions, lockouts, any statute, statutory rules/regulation, order of requisitions issued by any Government Department of Competent Authority or acts of God (here-in-after referred to as event) then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, Provided further that if the performance in whole or part of any obligation under this contract of prevented or delayed by reason of any such event beyond a period as mutually agreed to by the RailTel and the Contractor after any event or 60 days in the absence of such an agreement whichever is more, either party may at its option to terminate the contract provided also that if the contract is so terminated under this clause the RailTel may at the time of such termination take over from the Contractor at prices as provided for in the contract, all works executed or works under execution.

8.12 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

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

- a) If the tenderer fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b) If the tenderer fails to perform any other obligation(s) under the contract; and
- c) If the tenderer, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

8.13 RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any works thereto not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) The Engineer or Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employment of the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of any unused or partially used materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

8.14 SETTLEMENT OF DISPUTE AND ARBITRATION:

If any matter arises between the parties about this agreement then the parties shall meet to discuss the matter and shall negotiate in good faith to endeavor to resolve the matter; however if any matter arising has not been resolved by the parties within thirty (30) days after the date the party raising the matter gave notice of it to the other party then the matter shall be submitted by either party to Arbitration.

- 8.14.1 Arbitration shall be held in New Delhi, India. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof.

8.14.2 The arbitration shall be conducted by a sole arbitrator mutually appointed by RailTel and the bidder.

8.14.3 The arbitration proceedings shall be conducted in the English language.

8.14.4 The decision of the arbitrator thereon shall be final, conclusive and binding on both the parties to the Agreement.

8.14.5 Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides.

Proforma for Performance Bank Guarantee

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt(Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No.....dated.....made between.....and.....for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.(Rs only). We (indicate the name of the Bank) hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We , Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
.....
3. We, bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
4. We, Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
5. We,..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties

would, but for this provision, have affect of so relieving us.

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

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

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

Dated the day of, 20--

for

(indicate the name of the Bank)

Witness

1. Signature

Name

2. Signature

Name

Form No. 2

Performa for Manufacturer Authorization Form

**Director,
RailTel Corporation of India Ltd.**

.....
.....
.....

Dated:

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

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

Dear Sir,

We, M/s....., are established and reputed manufacturer and service provider of(Product details), having our registered office at We hereby authorise M/s (bidder name), Office to participate in bid and subsequently upon award of the bid to execute the supply and Installation & Commissioning of our range of products against your above said bid.

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

Thanking you,
Best regards,

Authorised Signatory

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RAILTEL

Form No. 3

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.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website www.railtelindia.com, <https://railtel.enivida.com/>, 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.**

रेलटेल
RAILTEL

**PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter
(TO BE SIGNED BY BIDDER)**

**Director,
RailTel Corporation of India Ltd.**

Dated:

.....
.....
.....

Dear Sir,

Sub: NIL Deviation Compliance for Tender no.

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. We will ensure our unconditional compliance of all the terms and conditions as mentioned in the Tender document. In case of any deviation, the same should be attached as an Annexure (as per Format given below) to this form. **In case of any deviation, RailTel reserves the right to reject the bid without giving any justification.**

Format of Annexure (Deviation Statement)

S.No.	Clause No. & Chapter No.	Existing Clause of Tender	Proposed Clause	Remarks, if any

2. All the proposed Hardware and Software to be supplied as per SOR are compliant to the technical specifications as mentioned in Chapter-3A of Tender document.

3. We hereby certify that the hardware and software mentioned in our Bill of Material (BOM) are complete.

4. We confirm that there is no requirement of any other hardware and software to fulfill requirements as per scope against the RFP. If any additional hardware and software is required to meet in scope requirements, then it would be provided by us at no extra cost to RailTel.

Place:

Date:

Seal and signature of the bidder

(This Form along with Annexure (if required) should be on the letterhead of the bidder duly signed by an authorized signatory)

Form No. 5

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

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

Certificate to be given by the Tenderer:

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

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

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

CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY

The tenderer is required to submit offer as per following checklist of submitted documents:

SN	Item / Clause of Tender Document	Details / Remarks
1	Signed Copy of Tender Document / Corrigenda	
2	EMD & Cost of Tender document	
3	The bidder should not have been blacklisted by Central Govt./State Govt./CPSU/any reputed Telecom service provider in India for the supply of material / security reasons. An undertaking by the Bidder on Company's letter head to be submitted	
5	Notarized Power of Attorney & resolution of Board of Directors	
6	Manufacturer Authorization Form	
7	Credential Affidavit	
8	Eligibility criteria as per Clause-4 of Chapter-3	
9	Documentary proof of registration for being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME	
10	Nil Deviation Component Compliance Undertaking Letter (Form-4)	
11	Undertaking for Restrictions under Rule 144(xi) of GFR, 2017- Clause 28 of chapter-3 (Form-5)	

...END of Tender Document...
