



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

ELECTRONIC TENDER DOCUMENT

FOR WORK OF

“Design, Supply, Installation, Testing & Commissioning of DWDM system including Integration with the existing network of RailTel”

SPECIAL LIMITED E-TENDER (Single Stage Single Packet System)

खुली ई-निविदा न. RailTel/Tender/SLT/CO/Project/2025-26/DWDM/020
Dated: 23.07.2025

**SPECIAL LIMITED E-TENDER NO. RailTel/Tender/SLT/CO/Project/2025-26/
DWDM/020 Dated: 23.07.2025**

निविदा दस्तावेज की कीमत: NIL
Cost of Tender Document – NIL

निविदा सूचना

E-Tender Notice No. RailTel/Tender/SLT/CO/Project/2025-26/DWDM/020

Dated: 23.07.2025

रेलटेल कॉर्पोरेशन ऑफ इंडिया लि. (रेलटेल) “डीडब्ल्यूडीएम उपकरणों की डिजाइन, आपूर्ति, स्थापना, परीक्षण तथा कमीशन, रेलटेल के मौजूदा नेटवर्क के साथ एकीकरण सहित” के लिये भारतीय पंजीकृत फर्मों से सिंगल स्टेज - सिंगल पैकेट सिस्टम के माध्यम से ई-टेंडर आमंत्रित करता है।

क)	निविदा का डाउनलोडिंग के खुलने की तिथि	23.07.2025
ख)	बोली प्रस्तुत करने की अंतिम तिथि और समय	13.08.2025 को 15.00 बजे तक
ग)	बोली-पूर्व प्रश्न जमा करने की अंतिम तिथि	01.08.2025
घ)	ई-बिड खुलने की तिथि और समय	13.08.2025 को 15.30 बजे
ङ)	निविदा की लागत(ए एम सी को छोड़कर)	लगभग रु. 18.33 Cr (टैक्स सहित)
च)	बयाना राशि (ईएमडी) या जमानत बांड निविदा दस्तावेज के खंड 4.ए.22 के अनुसार	रु. 36.67 Lakh
छ)	निविदा दस्तावेज की फीस	NIL
ज)	TReDS सुविधा उपलब्ध है	हाँ, m1xchange पोर्टल पर (url: https://www.m1xchange.com)

नोट: निविदा सूचना और निविदा प्रलेख रेलटेल की वेबसाइट पर उपलब्ध हैं और www.railtelindia.com या ई-टेंडरिंग पोर्टल <https://www.railtel.enivida.com> से डाउनलोड किए जा सकते हैं। ऑनलाइन बोली जमा करने के लिए निविदाकर्ता को पोर्टल <https://www.railtel.enivida.com> से निविदा प्रलेख की आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। सभी भविष्य की जानकारी अर्थात् इस निविदा के लिए शुद्धिपत्र / परिशिष्ट / संशोधन आदि ई-निविदा पोर्टल, रेलटेल वेबसाइट और सीपीपी पर पोस्ट की जाएगी। रेलटेल कार्यालय से निविदा प्रलेख की मुद्रित प्रति नहीं बेची जाएगी।

यह निविदा रेलटेल के इंटीग्रेटी पैकट प्रोग्राम के तहत कवर की गई है और बोलीदाताओं को इंटीग्रेटी पैकट पर हस्ताक्षर करने और बोली के साथ ही रेलटेल को जमा करने की आवश्यकता है।

बोली दाता तैयारी, बोली की तैयारी/प्रस्तुति /भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल किसी भी तरह से आचरण या परिणाम की उदासीनता से इन लागतों के लिए जिम्मेदार या उत्तरदायी नहीं होगा।

कार्यकारी निदेशक/आईटीपी

TENDER NOTICE

E-Tender Notice No. RailTel/Tender/SLT/CO/Project/2025-26/DWDM/020

Dated: 23.07.2025

RailTel Corporation of India Ltd. (RailTel) invites E-Tender in Single Stage – Single Packet System for “**Design, Supply, Installation, Testing & Commissioning of DWDM system including Integration with the existing network of RailTel**” from Indian registered firms.

a)	Opening date of Tender downloading	23.07.2025
b)	Last date & time of submission of bid	13.08.2025 upto 15:00 hrs.
c)	Last date of submission of pre-bid queries	01.08.2025
d)	Opening of e-bid	13.08.2025 at 15:30 hrs.
e)	Estimated cost of work (excluding AMC)	Approx. Rs. 18.33 Cr (including taxes).
f)	Earnest Money (EMD) or Surety Bond as per Clause 4.A.22 of Tender document	₹. 36.67 Lakh
g)	Cost of Tender Document	NIL
h)	TReDS feature available	Yes, on m1xchange portal (url: https://www.m1xchange.com)

Note: Tender Notice and Tender Document are available on RailTel’s website and can be downloaded from www.railtelindia.com or from the e-Tendering portal <https://railtel.enivida.com>. For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal <https://railtel.enivida.com>. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on e-Nivida Portal, RailTel’s Website and CPP portal. Printed copy of Tender document will not be sold from RailTel office.

This tender is covered under Integrity Pact Programme of RailTel and the bidders are required to sign the Integrity Pact and submit the same to RailTel along with the bid.

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

Executive Director/ITP

TABLE OF CONTENTS

निविदा सूचना	2
TENDER NOTICE	3
TABLE OF CONTENTS	4
CHAPTER-1	8
OFFER LETTER	8
CHAPTER-2	9
SCHEDULE OF REQUIREMENT	9
CHAPTER-3A	13
TECHNICAL REQUIREMENTS AND SPECIFICATIONS	13
3.A.1 INTRODUCTION	13
3.A.2 OVERVIEW OF THE SCOPE OF WORK	13
3.A.3 DESIGN OF NETWORK	13
3.A.4 ROADM	15
3.A.5 Traffic Card:	16
3.A.6 DWDM equipment	17
3.A.7 QUALITY ASSURANCE PROGRAM AND IMPLEMENTION METHODOLOGY	18
3.A.8 MANUFACTURING, SUPPLY AND STORAGE OF EQUIPMENT	18
3.A.9 SITE PREPARATION: RailTel's Responsibility	19
3.A.10 TENDERER's Responsibility	19
3.A.11 General System Attributes: Product Quality	19
3.A.12 Materials and Environment Protection	19
3.A.13 Mechanical Characteristics	19
3.A.14 Environmental Requirements	19
3.A.15 Electromagnetic Compatibility	20
3.A.16 Safety and Security	20
3.A.17 Packaging	20
3.A.18 Power Supply & Power Consumption	20
3.A.19 Redundancy & Reliability	20
3.A.20 Documentation	20
3.A.21 Management System	20
3.A.22 Data Communication Network (DCN)	20
3.A.23 TRAINING OF PURCHASER'S PERSONNEL	21
3.A.24 Submission of High-Level Design (HLD):	21
3.A.25 Submission of Low-Level design (LLD):	21
3.A.26 Implementation of Low-level design	21
3.A.27 Spares:	21
3.A.29 No Malicious Code:	21
(End of Chapter-3A)	21
CHAPTER 3B	22
INSPECTION, INSTALLATION AND SUPERVISION OF TESTING, COMMISSIONING & INTEGRATION	22
CHAPTER 4A	29
COMMERCIAL TERMS & CONDITIONS	29

4.A.1	Offer letter and Validity of offer.....	29
4.A.2	Warranty	29
4.A.3.	Long Term Maintenance Support	30
4.A.4.	Delivery, Installation, Testing, Commissioning & Integration period	32
4.A.5.	Payment Terms for Supply items	32
4.A.6.	Performance Bank Guarantee (Security Deposit) or Insurance Surety Bond.....	33
4.A.7.	Taxes & Duties	34
4.A.8.	Insurance	35
4.A.9.	Liquidated Damages	35
4.A.10.	Transportation	35
4.A.11.	Statutory Deduction.....	35
4.A.12.	Qualification Criteria:	35
4.A.12.1	Eligibility Criteria Requirements for Bidders:	36
4.A.13.	CONSORTIUM BIDS: Deleted	36
4.A.14.	Participation Of Joint Venture (JV) Firms in Works Tender: Deleted	36
4.A.15.	System Performance Guarantee.....	36
4.A.16.	Evaluation of Offer	36
4.A.17.	Security Considerations & Security Agreement	37
4.A.18.	Purchaser's Right to Vary Quantities	37
4.A.19.	Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid	38
4.A.20.	Execution of Purchase Order/LOA	38
4.A.21.	Annulment of Award	39
4.A.22.	Earnest Money Deposit (EMD) or Surety Bond.....	39
4.A.23.	For Micro and Small Enterprises (MSEs).....	39
4.A.24.	Offer/ Bid Prices	40
4.A.25	Clause wise Compliance	40
4.A.26	Inspection	41
4.A.27	Force Majeure	41
4.A.28	Settlement of Disputes	41
4.A.29	Governing Laws:.....	42
4.A.30.	Termination for Default	42
4.A.31	Risk & Cost	42
4.A.32.	Termination for Insolvency.....	42
4.A.33.	Rates During Negotiation	42
4.A.34.	Deleted	42
4.A.35.	Submission of Offers.....	42
4.A.36.	Constitution of Firm and power of Attorney.....	43
4.A.37.	Opening of Tender	44
4.A.38.	Non-Transferability & Non-Refundability	44
4.A.39.	Errors, Omissions & Discrepancies.....	44
4.A.40.	Wrong Information by Tenderer	44
4.A.41.	Public Procurement:.....	44
4.A.42	Updation of Labour data on Railway's shramikkalyan Portal:	46
4.A.43.	Integrity Pact Program	46

4.A.44	Compliance for procurement of Telecommunication equipment from trusted source	47
4.A.45	Availability of Spares	48
4.A.46	Contract Agreement:	48
CHAPTER-4B	49
	INSTRUCTIONS TO THE BIDDERS	49
4.B.0	General.....	49
4.B.1	Submission of the bid:.....	49
4.B.2	Following documents shall be submitted in Technical and Price bid as given below:	49
4.B.3.	Fax Quotations & Late Tenders:	50
4.B.4.	Attendance of Representatives for Tender Opening:	51
4.B.5.	Addenda / Corrigenda:	51
4.B.6	Bid submission and Opening date.....	51
4.B.7	Submission of offline documents:	51
4.B.8	Clarification Requests:	51
CHAPTER-4C	53
	E-tendering Instructions to Bidders	53
4.C.0	GENERAL:	53
4.C.1	GUIDELINES FOR REGISTRATION:	53
4.C.2	SEARCHING FOR TENDER DOCUMENTS:	53
4.C.3	PREPARATION OF BIDS:.....	54
4.C.4	SUBMISSION OF BIDS:	54
4.C.5	For any clarification in using eNivida Portal:	55
CHAPTER- 5	56
	BID DATA SHEET (BDS)	56
CHAPTER- 6	57
	Form No. 1.....	57
	PROFORMA FOR PERFORMANCE BANK GUARANTEE.....	57
	Form No. 2.....	59
	PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE	59
	Form No. 3.....	60
	PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT	60
	Form No. 4.....	61
	CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY	61
	Document uploaded along with Financial Bid/Price Bid.....	62
	Form No. 5.....	63
	Manufacturer Authorisation form (MAF).....	63
	Form No. 6.....	64
	Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.	64
	Form No. 7.....	65
	STANDING INDEMNITY BOND	65
	Form No. 8.....	66
	AFFIDAVIT	66
	Form No. 9.....	67
	Insurance Surety Bond for Performance Security (PBG)	67
	Form No. 10.....	70

Surety Bond for BID Security (EMD).....	70
FORM No. 11	73
FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS	73
Form No.12.....	75
PROFORMA FOR Nil Deviation Component Compliance Undertaking Letter.....	75
(TO BE SIGNED BY BIDDER)	75
Form No. 13.....	76
Form No. 14.....	77
PROFORMA FOR “NO MALICIOUS CODE UNDERTAKING LETTER	77
BY BIDDER and OEM”	77
FORM NO. 15	78
DETAILS OF OFFERED EQUIPMENT:.....	78
Form No. 16.....	79
CONTRACT AGREEMENT	79
Form No. 17.....	81
PROFORMA FOR SIGNING THE INTEGRITY PACT	81
CHAPTER-7	94
Detailed standard conditions applicable for the Annual Maintenance Contract.....	94
Annexure-I	107
Annexure-II	111
Annexure-III	112

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CHAPTER-1 OFFER LETTER

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

Ref: RailTel/Tender/OT/CO/_____ date: _____

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 as mentioned in **Clause 4.A.1 of Chapter-4A** from the date of submission and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money or Surety Bond. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work within **180 days** from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.
2. A sum of Rs. _____ (_____ amount in words _____) through eNvida Portal herewith submitted as **“EMD”**. 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 **specified days as per tender** after issue of Purchase Order/LOA.

or

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

or

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

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

SIGNATURE OF CONTRACTOR(S)

Date

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS

1.

2

CHAPTER-2

SCHEDULE OF REQUIREMENT

Schedule of Supply (A)

SN	Description of Item	Unit	Qty.	Unit Rate in Fig (in Rs.) All Incl.	Total Cost in Fig. (in Rs.) All Incl.	Unit Rate in words (in Rs.) All Incl.	Total Cost in words (in Rs.) All Incl.
1	2	3	4	5	6	7	8
A	SCHEDULE OF SUPPLIES						
A1	Supply of DWDM system as per technical requirements & specifications as defined in chapter- 3A of tender.	Lot	1				
A2	Spares @ 8% of supply against item A1 above.	Lot.	1				
	Total Cost of Schedule of Supplies (A)						

Schedule of Services (B)

SN	Description of Item	Unit	Qty.	Unit Rate in Fig. (in Rs.) All Incl.	Total Cost in Fig. (in Rs.) All Incl.	Unit Rate in words (in Rs.) All Incl.	Total Cost in words (in Rs.) All Incl.
1	2	3	4	5	6	7	8
B	SECHEDULE OF SERVICES						
B1	Design, Installation, Testing, Commissioning and Integration of DWDM system as supplied against Item No. A1 of Schedule of Supplies.	Lot	1				
B3	Annual Maintenance Charges (AMC) after warranty period of overall cost (excluding Taxes & Duties) of supply portion of Schedule 'A' as detailed in Clause 4.A.3 of Chapter- 4A of Tender Document	years	5				
	Total Cost of Schedule of Services (B)						
	Total Value of Schedule of Supplies (A) & Schedule of Services (B)						

Note																																																											
I	Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc. (with break-up as per Performa attached as Annexure-A and B of this Chapter). The materials as per SOR are required to be delivered at site as indicated in clause 4.A.4 of Chapter-4A. It shall be the responsibility of Tenderer to transport the equipment to site.																																																										
II	Bidder to give the detailed Bill of Material including break up of cost of common units/cards/module/chassis/License/Patch Cords, in the price bid for Schedule-A.																																																										
III	Tenderer shall attach Unit Rate Analysis of the item of the Schedule-A i.e. cost of each sub-assembly, card, module, License, Patch Cords etc. in their Price Bid . The quoted Unit Rate should correspond to the referred Rate Analysis.																																																										
IV	Tenderers should submit the configuration/technical details of offered equipment indicating quantities of various modules/ sub modules/ cards/ sub racks including the vacant slots in the sub racks/ chassis for expansion in Technical bid.																																																										
V	Cost of any license fee required to be paid for hardware & software shall be included in the rate quoted by the tenderer. All software supplied by the bidder should have perpetual license. There shall be no post contractual liability of license fee on RailTel for hardware & software supplied by tenderer.																																																										
VI	<p>The Bill of Material will be prepared for Schedule of Requirement against each item of SOR. This Bill of Material will be called “Bill of Material for Schedule of Requirement” and will be comprised of duly filled rates of each item and will be prepared according to Note (I) to (V) above. The Priced copy of the SOR along with the Breakup of individual itemized BOM (as per Format given below) and site wise distribution as per BOM should be submitted for evaluation.</p> <p>BOM shall be duly vetted by the OEM.</p> <p>Bidder(s) shall upload the complete SOR along with the price Breakup of individual itemized BOM for EACH ITEM (as per Format given below) along with the Financial bid. The Financial Bid submitted without Site-Wise itemized priced Detailed BOM may liable to be rejected</p> <p>The Format of “Bill of Material for Schedule of Requirement” is as below:</p> <table border="1"> <thead> <tr> <th>SN</th><th>Item</th><th>Make & Model</th><th>Unit</th><th>Qty</th><th>Sch- A1</th><th>Sch- A2</th><th>-</th><th>Sch- B1</th><th>Sch- B2</th></tr> </thead> <tbody> <tr> <td>1</td><td>(to be provided by bidder)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>2</td><td>(to be provided by bidder)</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>-</td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>									SN	Item	Make & Model	Unit	Qty	Sch- A1	Sch- A2	-	Sch- B1	Sch- B2	1	(to be provided by bidder)									2	(to be provided by bidder)									-	-																		
SN	Item	Make & Model	Unit	Qty	Sch- A1	Sch- A2	-	Sch- B1	Sch- B2																																																		
1	(to be provided by bidder)																																																										
2	(to be provided by bidder)																																																										
-	-																																																										
VII	<p>Non compliance of following will lead to summarily rejection of Bidder’s bid:-</p> <p>i. EMD or Surety Bond (as per Form no. 10 of Chapter-6) as per clause 4.A.22 of Chapter-4A.</p>																																																										
VIII	Evaluation of bids will be done based on Total cost of Schedule-A & Schedule-B including taxes. After completion of evaluation process, LOA/Purchase Orders will be issued in favour of the selected bidder.																																																										

IX	The Bidder(s)/OEM(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.
X	<p>Only Class-I & Class-II local suppliers are eligible to participate in this tender. Work is not divisible. Purchase preference will be given to Class-I local supplier meeting the criteria of minimum 50% Local Content (LC) or as notified in the Notification no. 18-10/2017-IP dated 29.08.2018 issued by Department of Telecommunication (DOT) and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.</p> <p>Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.</p>

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Annexure-A

Price Schedule for Supply Items (Schedule-A)

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

Annexure-B

Price Schedule for Services (Schedule-B)

SN	Description	Total Qty	Basic Unit Price exclusive of all levies and charges (in Rs.)	Other Charges and Levies, if any (to be specified by bidder)	CGST, IGST, SGST & GST		Unit price (all inclusive) (4+5+7)
				Amt (in Rs.)	%	Amt (in Rs.)	
1	2	3	4	5	6	7	8

(End of Chapter- 2)

CHAPTER-3A

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

3.A.1 INTRODUCTION

RailTel is implementing an optical fibre-based DWDM System with new generation optical networking systems (SDN Based). The desired network should accommodate the growing demand for bandwidth, while maintaining compatibility and enhanced flexibility to transport and route all traffic types using Dense Wave Division Multiplexer (DWDM). RailTel desires to create 400G Channel long haul DWDM network.

The Proposed Traffic Cards solution shall also be supported over the existing DWDM System by using Alien wavelength. The system must be programmable and highly intelligent, robust and based on open architecture.

The Bidder/OEM shall propose DWDM System to support alien wavelengths on photonic layer for third party transponders with no additional cost for complete C-band spectrum.

The technical specification given in this part describes functional as well as performance requirements of the proposed telecom network.

The DWDM system shall meet the requirements of long-haul networks.

3.A.2 OVERVIEW OF THE SCOPE OF WORK

The scope of work would be System Design, Supply of Equipment at various sites/locations of RailTel. The scope also includes installation, testing, commissioning & acceptance of the Muxponder System Network including integration with the existing NOC/OSS system by providing standard northbound API's from supplied controller for management of devices. The scope of work shall include, but not be limited to the following:

1. Project Management, Supply of all related goods and providing all related services including custom clearance if required, transportation, installation, testing, commissioning & AT of the telecom system and training of RailTel personnel.
2. The bidder is requested to design the DWDM system with a minimum line rate of 400Gbps or more per channel (single carrier). Transponder module Single wave can support minimum 400G or higher capacity.
3. System and the link design should support minimum 4.8THz optical spectrum in C band spectrum with Flexigrid and maximum number of wavelengths for 400G/500G/600G/700G/800G & beyond line rates using Flexigrid solutions.
4. System shall support alien wavelength for 3rd party OEM and must support provisioning/ monitoring of optical channel, wherever applicable.
5. DWDM system shall support 'C band' as per ITU-T grid for the green field network. The offered DWDM Solution shall support minimum capacity of 9.6Tbps over a pair of fibre
6. The bidder is requested to design the DWDM system with a minimum line rate of 400Gbps or more per channel (single carrier) for both Green Field networks.

3.A.3 DESIGN OF NETWORK

3.A.3.1 Traffic Card in day-1:

- A. The Bidder/OEM shall propose a Traffic System with a capacity of 2x400G between Chennai (Egmore) & Secunderabad, and between Chennai (Egmore) & STT Madhapur. Both routes must include three-path protection and should not require any transponder repeaters. The client-side optics/ports shall be equipped with 8xQSFP28 LR4 100Gbps Ethernet interfaces.
- B. Bidder/OEM shall propose Traffic System supporting capacity 1x400G between Secunderabad to Mumbai (Panvel) Linear without any transponder repeater. Client optics/ports should be equipped with 4xQSFP28 LR4 100Gbps Ethernet.
- C. Bidder/OEM shall also support 400G line in optical layer between Chennai to Mumbai without any transponder repeater based on proposed transponder solution.
- D. Protection (three path) should be supported via optical splitter/combiner or optical switch or client protection or ASON (Optical) or mix approach with 50 ms switching time.

3.A.3.2 Following shall support

1. OADM sites of STT Madhapur locations should be equipped with Min 12 channel Mux/De-mux with 100 Ghz or 200 Ghz or Flex grid as per solution design.
2. OADM sites of Egmore, Secunderabad and Panvel should be equipped with Min 12 Channel Mux/De-mux with 200 GHz & Min 48 channel Mux/De-mux with 100 Ghz channel spacing at each direction and offered solution should be compatible with offered ROADM. 100GHz and 200GHz spaced Mux/Demux shall be able to co-work on any fiber direction with flexibility to put wavelengths of any part of the spectrum on any of the Mux-Demux.

OR

Should provide Flex grid (minimum 12 channel) supported MUX/DEMUX at Egmore, Secunderabad and Panvel as per solution design.

3. ILA amplifiers (East & West direction) must have an integrated OSC and integrated tilt control. Automatic Gain Control (AGC) and Automatic Power Control (APC) should also be supported via NMS/SDN Controller.
4. The proposed Line ports shall be coherent technology based & link performance shall meet BER at 1E-15.
5. Rack Space Allocation: RailTel will provide the following infrastructure support for optical network (Active Photonic Modules) deployment:
 - 5.1 Up to 15 RU per two directions for Optical Add-Drop Multiplexer (OADM) sites.
 - 5.2 Up to 2 RU for Inline Amplifier (ILA) locations.
 - 5.3 -48 Volt DC Power Supply will be made available by RailTel (For the OADM System 300W per direction and 200W per ILA) in the existing rack with MCB.
6. The system should be designed as per traffic requirements proposed by RailTel. However, any extra ILA/DGE required as per design for traffic requirement, same will be arranged by OEM without any additional cost.
7. Bidder is also required to submit full link budget calculation along with input parameters Vs output of planning tool at time of commissioning of equipment.

8. The bidder shall account for a fiber repair margin of 4 dB for spans.
 9. The locations can be used as ILA & OADM locations as per Annexure-I.
 10. All the OADM sites should have minimum 9-degree directional Flex Grid ROADM at all locations.
- 3.A.3.3 DWDM Network (photronics) & 400G Traffic matrix shall be designed and provisioned as per Annexure-II (Network topology) and Annexure-I (Link details) of tender. In case of actual losses in the section is more at that time of commissioning of Network, RailTel will either improve the section losses or New ILAs, Amplifiers shall be arranged by RailTel through variation in existing contract. DWDM system should comply with technical specifications defined in Tender.
- 3.A.3.4 RailTel will provide required photronics details including fiber losses for designing the Network to OEM/Bidder at time of Installation of the Network.
- 3.A.3.5 DWDM System
1. Proposed ROADM and other components of photonic layer network should carry alien optical Channel from day1 without any additional cost to RailTel.
 2. DWDM Equipment (Optical Infra) shall be proposed in such a manner that it can support to work on 400G, 600G & 800G line rate Muxponder/transponder.
 3. The optical window of operation of the ROADM shall be C-Band.
 4. The network shall be designed taking the following parameters
 5. ILA Amplifier gain may be planned accordingly to meet 32dB Span loss.
 6. Channel Equalizer cards may be used to maintain lossy Links.
 7. DWDM link details shall be shared to the successful bidder.
 8. Channel Equalizer shall be proposed depending upon Link budget and channel flatness and to be supplied as per quantity mentioned in the SOR. Channel equalizer equipment should not be more than 6 RU. Channel equalizer is used to adjust per channel attenuation for equalizing the channels. The channel equalizer sites should have component such as ROADM card/Amplifier and associated accessories. Channel equalizer solution shall be installed in lieu of ILA equipment as per requirement.
 9. Sudden addition/removal of channels at intermediate site must not affect the whole transmission of DWDM signals. The optical amplifiers shall respond automatically to changes in the number of channels without the need for manual intervention or realignment.
 10. The system shall restore autonomously on the restoration of link after fiber plant breakdown or a faulty amplifier. The optical amplifiers must implement the following mechanisms to maintain error free system operation under dynamic conditions
 11. Fast gain control loop: to protect against short term transient conditions such sudden loss of channels.
 12. The Amplifier node shall automatically (under software control without user intervention) adjust power levels based on span losses using electronically/software-controlled amplifier VOAs/gai.

3.A.4 ROADM

1. Bidder shall propose minimum 9-degree directional Flex Grid ROADM at all locations.
2. The required ROADM is coloured, directional and with Flexigrid.
3. WSS shall support full C-band spectrum i.e. 4800GHz for DWDM Network.

4. The WSS system for DWDM Network shall provide software controlled Variable Optical Attenuators (VOA). The optical power per channel must be adjusted automatically, without using external measurement equipment.
5. ROADM network should support Power Spectral density feature so that DWDM network automatically can manage optical channel power.
6. There should not be any manual intervention in channel addition during network expansion.
7. Optical Layer allows independent selection of ROADM and transponder vendors in a number of configurations in terms of per-channel power monitoring and attenuation for third-party wavelengths, flexible grid support, link control algorithms from any third-party Xponders without affecting performance.
8. Reconfigurable Optical Add-drop Multiplexer (ROADM) based on Flexible grid enabled Wavelength Selection Switch (WSS) technology is required to remotely configure wavelength in DWDM system from NMS/SDN system. WSS based ROADM shall support Colorless (Tunable), Directionless and Flex-grid Mux/ Demux architecture if required in future.
9. Reconfigurable Optical Add-drop Multiplexer (ROADM) Supports C-band spectrum.
10. System design must be based on Flex-Grid and shall support a wavelength add/ drop structure conforming to the Nx6.25GHz as per ITU-T G.694.1.
11. The system should support third-party wavelengths on photonic layer for third party transponders with no additional cost for complete C-band spectrum in day-1.
12. The proposed solution support should ASON on photonic layer (Optical) in day-1 with no cost to RailTel.

3.A.5 Traffic Card:

1. Offered card should support 1+1 optical channel protection (OCHP).
2. For protection switching, the following shall be supported at all type of protection (proposed by OEM)
 - i. 1+1 revertive and non-revertive switching.
 - ii. Switching times <50ms.
 - iii. Protection switching shall be triggered based on Loss of Signal, signal degrade, Pre-FEC BER Signal Failure, OSNR/Q factor signal degrade etc or other equivalent mechanism(s) meeting the switching time of 50ms
3. Tariff card should support:
 - 1.1. 1+1 client protection.
 - 1.2. Protection switching should be triggered within 50 ms in case of 1+1 client or 1+1 optical channel protection and within 150ms in case of three path protection restoration.
 - 1.3. Offered card should support 1x400G capacity line side per port and 1x400G or 4x100G Client side.
 - 1.4. Offered card should support hold-off time on Client Interface up to 1000 ms.
 - 1.5. Offered Card should not pass-through line fault condition towards client during the hold-off timer and shall send IDLES. Line Fault condition should be pass-through towards client only after expiration of Holdoff timer.
 - 1.6. It should provide Physical client ports for QSFP28/QSFP-DD pluggable modules to transport 100 & 400 GbE client signals.
 - 1.7. Traffic Line systems should support fixed optics full C-band tunability (DWDM flex grid frequencies).
 - 1.8. Traffic Line system should support SDFEC or equivalent. Traffic cards should support Client and Line facility and terminal loop back.
 - 1.9. The proposed system shall be coherent technology based & link performance shall meet BER at 1E-15.

- 1.10. Line ports system must support 400G using single carrier on same proposed card.
- 1.11. Line must support tx power 0 dB at 400G line rate.
- 1.12. Alarms shall propagate between Line-to-client and Client-to-line port in case required in future.
- 1.13. Line ports shall provide the following performance monitoring to health of circuit.
 - a. Transmit Power
 - b. Receive Power
 - c. Wavelength (nm) or Frequency (THz)
 - d. Error Second
 - e. Severe Error Second
 - f. Unavailable Second
 - g. PreFECBER
 - h. OSNR/ESNR

3.A.6 DWDM equipment

1. DWDM offered should be rack mountable to fit into a standard 19-inch rack.
2. Power supply card should be fully Redundant and Controller card redundancy is not mandatory. However, the controller failure should not be service affecting and it must be field replaceable.
3. At OADM Locations for photonics layer, to support “Direction separation i.e. the add/drop channel traversing the one direction shall not share cards, modules in with add/drop channels in other direction.
4. The space occupied by the chassis must not exceed 300 mm deep cabinet for all ILA and 600 mm OADM sites.
5. There shall be no service slot restrictions while deploying cards.
6. DWDM equipment should comply to Operating Temperature: -0 °C to +40 °C or better.
7. The equipment shall operate with the input voltage in the range of -42 V DC to -60 V DC.
8. The proposed system shall be managed by a single unified system/Controller with DC & DR (active location at Secunderabad and standby location at New Delhi) for all the active components. Bidder shall also propose Controller based Management System for managing system with DC & DR (active and standby). All licenses required for Northbound and Southbound interface (API) should be equipped with offered solution at no additional cost to RailTel. Bidder/OEM can also leverage existing Management system deployed in RailTel, if the OEM shall provide undertaking for long term support for 8 years for all existing components irrespective of End of Life of the existing hardware/License/Software. Hardware/License/Software required for such up gradation shall be included in the price bid.
9. The system should be built in such a manner that it should work with existing DWDM network based on above parameters and supplied NMS/SDN-Controller should provide the latest APIs, which shall further facilitate multivendor interoperability. System shall

support configuration management, open APIs, and standards-based SNMP/YANG models. These management features should be available at no cost to RailTel .Equipment shall support following northbound interfaces (NBI):

- i. Command Line Interface (CLI)
- ii. Network Configuration Protocol (NETCONF)
- iii. Remote Procedure Call (gRPC)
- iv. Representational State Transfer Application Programming Interface (REST API)
- v. Simple Network Management Protocol (SNMP).

10. Bidder should propose DWDM components for DWDM Network as per following tables for efficient operational practice.

Sr. No.	Active Component	Types of Models allowed
1	Chassis (OADM)	Max. One Type
2	Chassis (Channel Equalizer)	Max. One Type
3	Chassis (ILA)	Max. One Type
4	Amplifiers (Booster, Pre-Amp & ILA)	Max. Two Type
5	ROADM	Max. One Type

11. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer. The technical specifications are mentioned above.

3.A.7 QUALITY ASSURANCE PROGRAM AND IMPLEMENTION METHODOLOGY

The tenderer with quality assurance should prepare Implementation Methodology covering:

- a. Schedule of Factory Acceptance Test (FAT), supply, installation, SAT (Site Acceptance Test), trial runs, commissioning etc.
- b. Allocation of manpower for different activities.
- c. Submission of PERT chart indicating completion of various activities within targeted time frame.

3.A.8 MANUFACTURING, SUPPLY AND STORAGE OF EQUIPMENT

The tenderer will be fully responsible for Manufacturing, FAT, Supply of Equipment/cards/interfaces and all related items for installation and commissioning of the network including the following:

- a. Muxponder based equipment with required interfaces as specified in this tender document.
- b. Integration with existing DWDM/SDH/MPLS Transmission Network as required.
- c. Supply of Patch cords: The tenderer is required to supply patch cords of suitable interfaces/ length for connection with FDF and client interfaces.
- d. Maintenance spares- maintenance spares are not to be used by bidder till expiry of warranty period.
- e. Spares required for Commissioning; maintenance supervision & warranty period shall be maintained by the Contractor at his own cost.
- f. All necessary cables and connectors required.

- g. The tenderer shall be responsible for transportation and storage of Equipment and all other items required for Installation and Commissioning of the network to RailTel's stores/sites as advised.

3.A.9 SITE PREPARATION: RailTel's Responsibility

The Following shall be arranged by RailTel: -

- a. Rack space for housing the equipment
- b. –48 Volt DC power supply.
- c. Earthing of value less than 1 ohm required for equipment. Earthing will be made available on the earthing bus bar on the wall in the equipment Room.
- d. Spare Fiber as applicable.

3.A.10 TENDERER's Responsibility

The tenderer will be responsible for supply, installation, commissioning & supervision of complete work for this tender including the System design of network and integration with the existing network, wherever required. It shall be the responsibility of supplier to transport the equipment to site for the Installation & Commissioning.

3.A.11 General System Attributes: Product Quality

- a. Product shall be designed for a minimum lifetime of 10 years.
- b. Equipment shall support non traffic affecting upgrade between subsequent product releases.

3.A.12 Materials and Environment Protection

The product shall be compliant to: Product shall be compliant to RoHS (Restriction of certain Hazard-ous Substances) requirements: - European Union (EU) Directive 2002/95/EC (lead-free design should be a long-term goal)

3.A.13 Mechanical Characteristics

- a. The proposed solution shall fit into standard 19" / ETSI /ANSI relay racks / cabinets as a standard form factor.
- b. Interfaces of devices or modules must be accessible from the front.
- c. Equipment shall support insertion/extraction of modules without any special tools.
- d. Equipment shall support insertion/extraction of modules without removal of any other module or external connections.
- e. Equipment shall support insertion/extraction of modules without powering down the equipment and shall not affect the existing ser-vices.

3.A.14 Environmental Requirements

The product shall meet following standards and regulations or equivalent:

- a. Generic requirements defined in ETS 300 019 (environmental criteria)
- b. NEBS level 3
- c. Telcordia GR-3028-CORE: Thermal Management, Telecommunication Central Office
- d. Operation: ETS300 019 Class 3.1

- e. Transport: ETS300 019 Class 2.2
- f. Storage: ETS300 019 Class 1.1
- g. EN300386 Telecommunication centres

3.A.15 Electromagnetic Compatibility

Compliance with following requirements has to be assured:
ETSI EN 300 386-2: EMC requirements for Telecommunication network equipment.

3.A.16 Safety and Security

- a. The optical equipment shall not pass hazard level 1M for any open connector.
- b. It should be possible from remote to disable the communication port on the NE through NMS/controller/CLI

3.A.17 Packaging

The packaging and labelling of components and boards containing ESD (electrostatic discharge) components must meet the relevant requirements as specified in DIN EN 100 015 and comparable international standards.

3.A.18 Power Supply & Power Consumption

- a. A measure (protective circuit) shall be taken to prevent a failure from being caused by Positive- Negative reverse application of power.
- b. Tenderer has to indicate the typical and maximum power consumption of each module and complete system.

3.A.19 Redundancy & Reliability

- a. Software upgrade on the controller card shall not impact traffic.
- b. Equipment shall have redundant power supply. Equipment should be able to run on single power supply without any limitation on the functions or modules supported.
- c. Equipment shall have fan redundancy.
- d. The failure of any individual fan must be signaled both locally and remotely. It must be possible to distinctly identify the place of installation.
- e. For each replaceable unit (module, pluggable, unit etc.) the supplier has to provide MTBF (in years) and FIT (in 10^9 hours) values.

3.A.20 Documentation

- a. The documentation forming part of the scope of delivery must include all necessary descriptions required for the planning, commissioning and operation of the equipment and management systems.
- b. All product documentation shall be available in English Language.

3.A.21 Management System

DWDM System shall support management via Element management (LCT) and Network Management (NMS)/Controller.

3.A.22 Data Communication Network (DCN)

- a. DWDM System shall support DCN demarcation from the carrier's DCN (Gateway functionality) that includes the use of individual TCP/IP port management and SFTP

client on the NE.

- b. DWDM System shall support DCN realization via Optical Supervisory Channel (OSC).

3.A.23 TRAINING OF PURCHASER'S PERSONNEL

15 days man week training on the equipment and network operation shall be provided by the Tenderer to RailTel in RailTel/OEM/Bidder premises with no cost to RailTel.

- 3.A.24 Submission of High-Level Design (HLD): HLD to be prepared by OEM only and to be submitted by the bidder with the technical bid. HLD should consist of detailed technical solution for the proposed DWDM/MDWM system along with system architecture. It should clearly mention make & models of OADM & ILA for DWDM system with overview of the entire system. It should describe the relation between various components and functions of the system.

- 3.A.25 Submission of Low-Level design (LLD): Route wise, Location wise and Site wise LLD to be prepared by OEM and to be submitted by the selected bidder to RailTel authorized representative at least 15 days before start of implementation. Low-Level design should contain detailed installation plan (duly vetted by OEM) for implementation of the technical solution as per HLD (submitted by the selected bidder during bidding process). It should contain all the details needed for configuration of all hardware and software of DWDM including NMS (to be supplied by the bidder as per detailed BOM).

- 3.A.26 **Implementation of Low-level design** should either be done directly by OEM or by the bidder under direct supervision of OEM. The OEM should submit an undertaking, regarding methodology to be adopted during implementation phase, along with the technical bid for implementation of Low-level design.

- 3.A.27 Spares: 8% mandatory spares (for operation and maintenance) shall be provided for all electronic cards including mother boards, back plane, traffic card, Mux/Demux, OSC filter for each system, subsystem, equipment, etc. (with round off at the higher side with two cards minimum), as against SOR. Spares shall be provided from the same manufacturing facilities/location from where the respective equipment, subsystems are offered. The list of the required spares being supplied with unit cost and total cost should be attached along with the bid.

- 3.A.28 It may kindly be noted that in the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.

- 3.A.29 **No Malicious Code:** Bidder and OEM has to submit the No Malicious Code Undertaking as per **Form no. 14 of Chapter-6** of Tender document.

(End of Chapter-3A)

CHAPTER 3B

INSPECTION, INSTALLATION AND SUPERVISION OF TESTING, COMMISSIONING & INTEGRATION

3.B.1 INSPECTION: Inspection shall be carried out by RailTel or its authorized agency.

3.B.2 TEST CATEGORIES

- i) The following tests shall be conducted for acceptance of the equipment and the system before final acceptance of the system. Waiver of Part or whole of type tests can be considered if proof of having done the tests by independent body or PTT authority is submitted.
 - a) Pre-Factory Acceptance Testing
 - b) Factory Acceptance Testing (FAT)
 - c) Pre-commissioning test (after installation) for total integrated system.
 - d) Site Acceptance Testing (SAT)
 - e) Trial Run
- ii) These tests shall be carried out on all equipment supplied by Tenderer including those supplied by sub-vendors, if any.
- iii) Tenderer shall arrange all necessary test instruments, manpower, test-gear, accessories etc.
- iv) All technical personnel assigned by Tenderer shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative quickly and efficiently and shall not interfere or be interfered by other concurrent testing, construction and commissioning activities in progress. They shall also have the capability to incorporate any minor modifications/suggestions put forward by purchaser /Engineer.
- v) **Test Plan:** The Contractor shall submit to Purchaser 'Test Plans' well in advance of commencement of actual testing in each of the above-mentioned test categories.

The plans shall include:

- 1) System/Equipment functional and performance description (in short) and Tests to be conducted and purpose of test.
- 2) Test procedures (including time schedule for the tests) and identification of test inputs details and desired test results.
- 3) **Test Report:**

The observations and test results obtained during various tests conducted shall be compiled and documented to produce Test Reports by Tenderer. The Test Reports shall be given for each

equipment/item and system as a whole. The report shall contain the following information to a minimum:

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

iv) **Failure of Cards/Components:**

Till the system is accepted by the Purchaser, a log of each and every failure of components shall be maintained. It shall give the date and time of failure, description of failed component, circuit, module, component designation, effect of failure of component on the system/equipment, cause of failure, date and time of repair, mean time to repair etc. Repair/modification done at any point of time at one site, shall be carried out by Tenderer at all the sites. Detailed documentation for the same shall be submitted to Purchaser for future reference.

If the malfunction and/or failures of a unit/module/sub-system/equipment repeat during the test, the test shall be terminated and Tenderer shall replace the necessary component or module to correct the deficiency. Thereafter, the tests shall commence all over again from the start.

If after the replacement the equipment still fails to meet the specification, Tenderer shall replace the equipment with a new one and tests shall begin all over again. If a unit/subsystem/module has failed during the test, the test shall be suspended and restarted all over again only after the Tenderer has placed the Equipment back into acceptable operation. Purchaser's approval shall be obtained for any allowable logical time required to replace the failed component/unit/module/sub-system.

v) **Readjustments**

No adjustments shall be made to any equipment during the acceptance tests. If satisfactory test results cannot be obtained unless readjustments are made, Tenderer shall carry out only those readjustment needed to ready the equipment/system for continuance of tests. A log of all such adjustments shall be kept giving date and time, equipment, module, circuit, adjustments, reasons, test result before and after adjustment etc. Fresh acceptance tests shall be conducted after the readjustments have been completed.

3.B.3 Pre Factory Acceptance Testing

The Tenderer on his own exactly in line with FAT shall conduct pre-factory acceptance testing and test reports for the same shall be forwarded to Purchaser/Engineer before start of FAT.

3.B.4 Factory Acceptance Testing (FAT)

Factory acceptance tests shall be carried out after review and approval of FAT procedure/documents as per bid requirements and review of Pre-Factory acceptance results & shall be conducted at the manufacturing facilities from where the respective equipment/subsystems are offered. No additional cost shall be paid to OEM/bidder. The factory acceptance testing shall be conducted in the presence of the Purchaser/Engineer. The tests shall be carried on random sampling of 8% lot size and factory acceptance certificates shall be issued. The factory tests shall include but not be limited to:

A) Equipment Testing:

- i) Mechanical checks to the equipment for dimensions, inner and outer supports, finishing, welds, hinges, terminal boards, connectors, cables, painting etc.
- ii) Electrical checks including internal wiring, external connections to other equipment etc.
- iii) Check for assuring compliance with standards mentioned in the specifications.
- iv) Individual check on each/module/sub-assembly in accordance with the modes and diagnostics programs of the Tenderer.
- v) Checks on power consumption and heat dissipation characteristics of various equipment
- vi) Environment testing and other laid down tests in Type Tests plan of the specification of the equipment.
- vii) Functional testing
- viii) Any other test not included in FAT document but relevant to the project as desired by the Purchaser/Engineer at the time of factory acceptance testing.

B) System Integration Testing

Functional and performance test should be conducted for the complete system/ all major equipment constituting the system (including the equipment supplied by sub-vendors, as applicable) simulating the complete network with appropriate network element. All the functions of software shall be demonstrated in totality (as per requirements/specifications of this document including management of network). All equipment shall be connected using the same cables (interfaces/components) as will be used during final installation so that the system can be tested in its final configuration. This testing shall be conducted at the manufacturing facility of the main equipment.

3.B.5 Installation

After successful completion of factory acceptance testing, equipment shall be sent to site for installation. Equipment without factory acceptance certificates shall not be acceptable at site.

Prior to installation, all equipment shall be checked for completeness as per the specifications of equipment required for a particular station. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship.

Tenderer shall indicate the number of teams and the list of equipment for each team to be required for installation of the total telecom system in order to complete the work within the stipulated time frame.

Tenderer shall bring all installation tools, accessories, special tools, test gears, spare parts etc. at his own cost as required for the successful completion of the job.

If during installation and commissioning under the supervision of the tenderer any repairs are undertaken, the maintenance spares, if supplied with equipment shall not be used for the repair. Tenderer shall arrange his own spare parts for such activities till such time the system has been finally accepted by the Purchaser. A detailed report & log of all such repairs shall be made available by the Tenderer to Purchaser/Engineer and shall include cause of faults and repair details, within 2 weeks of fault occurrence.

A detailed time schedule for these activities shall be submitted by Tenderer to Purchaser/Engineer to enable their representatives to be associated with the job.

Tenderer shall supply all installation materials required for proper installation of the equipment. These shall include but not be limited to, all connectors, interbay and inter equipment cables, power supply cables and connectors, power distribution boxes, anchoring bolts, nuts, screws, washers, main distribution frames, audio distribution frames, voice frequency cables, junction boxes etc.

The installation of equipment shall be supervised by the tenderer in such a manner so as to ensure neat and clean appearance in accordance with approved installation document drawings. All inter bay, power supply and other cables shall be routed through wall mounted cable trays. No cable shall be visible. All through wall openings, trenches etc. shall be properly sealed to prevent the entry of rodents, insects and foreign materials.

Telecom room of one of the attended & unattended sites shall be made as model rooms and Tenderer shall take approval from Purchaser/engineer on various aspects spacing etc. After taking approval Tenderer shall take up installation at other sites in similar fashion in association with RailTel installation team.

3.B.6 Pre-Commissioning

On completion of installation of equipment, the correctness and completeness of the installation as per Manufacturer's manual and approved installation documents shall be checked by the Tenderer on his own.

A list of Pre-Commissioning tests (same as approved by the Purchaser/Engineer for site acceptance testing) and activities shall be prepared by Tenderer and the test shall be carried out by the Tenderer on his own. After the tests have been conducted to the Tenderer's own satisfaction, the Tenderer shall provide the test results for review by Purchaser/Engineer and then offer the system for Site Acceptance Testing.

During pre-commissioning, if any fault occurs to any equipment or system, Tenderer shall identify the same and provide report/history of all faults to the Purchaser.

During installation and pre-commissioning of the telecom system, Tenderer shall have enough number of commissioning spares so that the installation is not held up because of non-availability of commissioning spares. Tenderer shall ensure that the spares meant for operation and maintenance are not used during installation and commissioning.

3.B.7 Site Acceptance Testing (SAT)

On completion of Pre-commissioning & submission of Full-Link Budget Calculation, site acceptance testing shall be conducted on the system as per approved SAT procedures and its constituents by the Tenderer under the presence of Purchaser/Engineer.

The tests shall include, but not be limited the following:

- a) Checks for proper installation as per the approved installation drawings for each equipment/item and system as a whole.
- b) Guaranteed performance specifications of individual equipment/item.
- c) Self diagnostics test on individual equipment
- d) Tests on metering and alarm panels
- e) Tests on remote alarm transmission and reception
- f) System tests on per hop basis and End to End for the system, all complete.

3.B.7.1 PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

On successful installation, commissioning, Site Acceptance Test and integration of the equipments with the existing network, Provisional Acceptance Certificate (PAC) will be signed by authorized representative of RailTel nominated by the ED/RGM of Southern region. Part PAC may also be issued for payment purposes. PAC will not be held back for want of minor deficiencies not affecting the functioning of the overall system. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

3.B.8 SPARES

3.B.8.1 MAINTENANCE SPARES: Deleted.

3.B.8.2 Commissioning spares

The commissioning spare shall be arranged by the Tenderer to cater to the requirement during installation, commissioning, site acceptance testing, trial run and warrantee period. These spares shall be readily available with the Tenderer, at specified locations.

These commissioning spares are different from maintenance spares and Tenderer shall not use maintenance spares as commissioning spares till expiry of warranty period.

3.B.9 TRIAL RUN/FIELD TRIALS

Upon conclusion of the site acceptance testing the Tenderer shall keep the facilities commissioned for one month for 'TRIAL RUN/FIELD TRIALS'. During this period Tenderer shall provide all specialist Engineers & Technicians including experts to maintain the total log, incidents, failures & for assisting site engineer & for total co-ordination. However, the normal operation and maintenance of the system shall be performed by the personnel of the Purchaser trained for the purpose.

If during 'Trial run' any defect is noted in the system, the Tenderer shall rectify, replace the same to the satisfaction of Purchaser's/Engineer. The decision to repeat the final test or restart the 'Trial' shall be of Purchaser/Engineer depending upon the severity of the defect.

During trial run, if any fault occurs to any equipment of system, Tenderer shall identify and rectify the same and provide report, history of all faults to the Purchaser.

Ideally, during the 'Trial run, no shutdown of the system due to failure of equipment, power supply etc. should happen. A record of all failures shall be kept for each manned/unmanned station and the availability of the system on per hop and end to end basis shall be calculated, accordingly and results submitted to Purchaser/engineer.

If the system fails to come up to the guaranteed performance, the Tenderer, within a period of thirty (30) days shall take any and all corrective measures and resubmit the system for another 'Trial Run' of trial period. All modifications, changes, corrective measures, labour etc. shall be at the cost of the Tenderer. In case the date of completion for the second trial run exceeds the time schedule for the project, he shall be liable to pay liquidated damages. If the system fails to reach the guaranteed performance even after the second trial run, the Purchaser shall be free to take any action as he deems fit against the Tenderer and to bring the system to the guaranteed performance with the help of third party at the expense of the Tenderer.

3.B.10 FINAL ACCEPTANCE

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of final/last PAC in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate shall be signed by authorized representative of RailTel nominated by the ED/RGM of Southern region. Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

3.B.11 QUALITY ASSURANCE

- i) Tenderer shall submit the details of Quality Assurance program followed by him beginning with raw materials, active, passive and fabricated components, units, sub-assemblies,

assemblies, wiring, interconnections, structures. etc. to finished product. Tenderer shall obtain and forward the Quality Assurance Program for equipment supplied by Sub-vendor, if any.

- ii) The Purchaser's/engineer reserves the right to inspect and test each equipment at all stages of production and commissioning of the system. The inspection and testing shall include but not be limited to raw materials, components, sub-assemblies, prototypes, production units, guaranteed performance specifications etc.
- iii) For Factory inspection and testing, Tenderer shall arrange all that is required e.g. quality assurance personnel, space, test gear etc. for successful carrying out of the job by the Purchaser/Engineer, at Tenderer's cost, at the Manufacturer's works.
- iv) Purchaser's/Engineer shall have free entry and access to any and all parts of the Manufacturer's facilities associated with manufacturing and testing of the system at any given time.
- v) It shall be explicitly understood that under no circumstances shall any approval of the Purchaser's/Engineer relieve the Tenderer of his responsibility for material, design, quality assurance and the guaranteed performance of the system and its constituents.
- vi) Tenderer shall invite the Purchaser's/Engineer, at least 7 days in advance, of the date at which system shall be ready for Inspection and Testing. All relevant documents and manuals approved Engineering drawings etc. shall be available with the Purchaser/Engineer well in advance of the start of Inspection and Testing.
- vii) Purchaser's Engineer or his representative shall, after completion of inspection and testing to their satisfaction, issue factory acceptance certificates to release the equipment for shipment. No equipment shall be shipped under any circumstances unless a factory acceptance certificate has been issued for it, unless agreed otherwise by Purchaser's Engineer.

(End of Chapter-3B)

CHAPTER 4A

COMMERCIAL TERMS & CONDITIONS

4.A.1 Offer letter and Validity of offer

4.A.1.1 The bidder shall complete the offer letter (Chapter 1) and the Price Schedule (Chapter 2) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

4.A.1.2 The offer should remain valid for a minimum period as per BDS.

4.A.2 Warranty

4.A.2.1 The warranty would be valid for a period of 36 months (comprising of 12 months of maintenance supervision vide clause 4.A.2.5 below between issue of PAC and FAC, followed by 24 months of warranty support after the completion of work in all sites and issue of Provisional Acceptance Certificate (PAC) as per clause 3.B.7.1 of Chapter-3B. The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.

4.A.2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time of 10 days, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.

4.A.2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

4.A.2.4 Warranty Support

4.A.2.4.1 Material for repair during Warranty Period shall be handed over /taken over to contractor's engineer/representative at RailTel's regional NOC locations or sites where equipments are installed.

During the warranty period, the contractor shall remain responsible to arrange replacement within time period as per clause 7.4.1.1 of Chapter-7 and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor.

In case contractor fails to replace any faulty part within time period as per clause 7.4.1.1 of Chapter-7, penalties will be imposed as per clause 7.5.2 of Chapter-7.

4.A.2.4.2 During the warranty period, the contractor shall be responsible to the extent expressed in this clause for any defects that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the plant, or from faulty execution of the plant by the contractor but not otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser Engineer who shall state in writing in what respect the portion is faulty.

4.A.2.4.3 During the free warranty maintenance period, contractor shall stabilize the working of the system. Purchaser has the right to extend the period of supervision of the maintenance, free of cost till the system stabilizes and works satisfactorily for a reasonable period of time. If during the time any equipment etc. is to be added or deficiencies are to be rectified to make the system work trouble free, the same also will have to be done by the contractor at no cost to RailTel as to make good all the deficiencies.

4.A.2.5 **Maintenance Supervision:**

4.A.2.5.1 After the proposed network is commissioned and placed in service and after provisional acceptance certificate is issued, the contractor shall be responsible for proper maintenance supervision of the network free of cost for a period of twelve months from the date of provisional acceptance.

For this purpose, Bidder/OEM shall prepare a maintenance plan and make available the services of qualified maintenance engineers stationed at the location approved by Purchaser's Engineer who will guide and supervise the RailTel maintenance staff. The tenderer shall keep minimum two maintenance engineers at the locations approved by RailTel, who will visit the total installation as per the instructions of Purchaser's Engineer or earlier if the situation so warrants with the provision that monthly reports of the failures and health of the equipment is generated from the NMS and is made available jointly signed by contractor and RailTel Official.

4.A.2.5.2 During this period of maintenance supervision if any lacuna is noticed in the functioning, as a result of any deficiency in work, the contractor will rectify the same at no cost to RailTel. During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract. Use of spare modules covered under the Schedule of material of this tender shall not be permitted to be used during installation, commissioning and period of maintenance supervision.

4.A.2.5.3 To summarize, the total period of warranty as per BDS in Chapter-5, will comprise of first 12 months of Maintenance Supervision (after issue of PAC) extendable by RailTel for reasons as explained above, post which FAC will stand issued. Issue of FAC will be followed by 24 months of warranty.

4.A.3. **Long Term Maintenance Support**

4.A.3.1 Bidder/OEM shall provide maintenance support after successful completion of the warranty obligations for a minimum period of 5 years. The long term maintenance support shall be comprehensive and include all hardware and software equipment supplied against this contract. RailTel should be extended the benefits of software update/up-grades made by OEM on the system from time to time to improve performance. During this period the scope of work as mentioned in clause 4.A.2 above & its sub clauses will be applicable.

4.A.3.2 Bidder/OEM shall be paid @5% (minimum) of supply cost of SOR-A (basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e. issue of AMC LOA.

If the bidder quotes higher than 5%, he will be paid at his quoted rate per annum. Total AMC cost for five years will be taken for evaluation purpose. AMC would have to be valid for minimum period of 5 years after completion of warranty. This period of 5 year may be extended further with mutual consent of RailTel and Bidder/OEM.

In case a bidder quotes AMC rates lower than 5% and if the bidder wins the contract, his cost against supply items will be reduced by differential (w.r.t. 5%) of AMC rates & he will be paid accordingly against the cost of supply. AMC charges to him, however, will be paid only @ 5% per annum.

4.A.3.3 Separate LOA for AMC shall be issued by RailTel 3 months prior to the completion of warranty period and separate Agreement shall be signed with the Bidder/OEM. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC from the date of LOA shall be required to be submitted by OEM/ Tenderer for due fulfillment of Long term maintenance support obligation. Value of PBG will be 10% of the total value of LOA issued for AMC for five years. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA (main contract). The contractor will inform to RailTel in writing and ask for the AMC LOA six months prior to expiry of warranty period. In case issue of LOA for AMC is delayed due to non-intimation by the contractor, he will extend the original PBG till issue of LOA for AMC and submission of PBG else original PBG will be encashed.

4.A.3.4 Quarterly payment for AMC Charges would be made by RailTel after successful completion of AMC Services of that quarter and on the certificate furnished by concerned RailTel representative of the Regional General Managers/ Executive Director of the Regions.

4.A.3.5 Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in Chapter-7.

Note: The acceptance of the above clauses is mandatory and specific acceptance from OEM is required to be enclosed as per Form no. 3 of Chapter-6. Any deviation / non acceptance may lead to rejection of the bid.

4.A.4. Delivery, Installation, Testing, Commissioning & Integration period

The materials as per SOR-A are required to be delivered, installed, tested, commissioned & integrated within period as per BDS. The bidder is required to submit the PERT chart showing the various activities which are required for supply, installation, testing, commissioning and integration of the equipment. Name of sites are enclosed as Annexure-I. Consignee address and details will be provided to the successful bidder.

4.A.4.1 RailTel's office details

SN	Region	Office	Address
1.	Corporate Office	New Delhi	Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023
2.	Northern Region	New-Delhi	6 th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.
3.	Eastern Region	Kolkata	19 th Floor, Aurora Waterfront Building, Plot no. 34/1, Block - GN, Sector – V, Salt Lake City, Kolkata - 700091.
4.	Southern Region	Secunderabad	2nd Floor B-Block, Rail Nilayam, Secunderabad-500071.
5.	Western Region	Mumbai	Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013.

4.A.5. Payment Terms for Supply items

4.A.5.1 75% payment of the value of supply (Schedule-A) would be made on receipt of material by the consignee duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract:

- (i) Valid Tax Invoice
- (ii) Delivery Challan/ E-way bill
- (iii) Packing list.
- (iv) Factory Test Report.
- (v) Purchaser's Inspection certificate
- (vi) Consignee receipt
- (vii) Warranty certificate of OEM
- (viii) Insurance certificate
- (ix) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.

4.A.5.2 15% payment of the value of Schedule-A shall be made by RailTel on successful Installation & Commissioning at site and Site Acceptance Test (SAT) Report issued by concerned region. Further 5% payment of the value of Schedule-A shall be made by RailTel on issue of Provisional Acceptance Certificate (PAC) by concerned region as per clause 3.B.7.1, Chapter-3B. Last 5% payment of the value of Schedule-A shall be made by RailTel on issue of Final Acceptance Certificate (FAC) by concerned region.

- 4.A.5.3 15% + 5% payment of value of supply items of Schedule-A which could not be installed for want of site readiness, will be made on issue of final PAC as per the decision of Principal Executive Director (PED)/Regional General Manager (RGM) of concerned region and remaining 5% on issue of FAC.
- 4.A.5.4 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.
- 4.A.5.5 **Payment of Service Items**
- 4.A.5.5.1 90% payment of SOR items-B1 of Schedule-B shall be made by respective Executive Director/Regional General Manager of the Region on issue of Site Acceptance Test (SAT) report, 5% on issue of PAC and final 5% on issue of Final Acceptance Certificate.
- 4.A.5.5.2 Payment of SOR item-B2 of Schedule-B towards “AMC/ Long Term Maintenance Support” would be paid quarterly by the concerned Region as per clause 7.6.4 of Chapter-7.
- 4.A.5.6 In case of supply orders which are not associated with any Design & Installation and Commissioning work, the payment terms against such supply order will be as follows:
- 4.A.5.6.1 95% of the payment at the time of delivery. All the documents required will be as per clause 4.A.5.1 above.
- 4.A.5.6.2 Next 5% of the payment shall be made after expiry of one year from the date of delivery. The Warranty of the equipment will start from the Date of Delivery of Material.
- 4.A.5.7 Bill passing and paying unit for the items under SOR is respective Regions.

4.A.6. Performance Bank Guarantee (Security Deposit) or Insurance Surety Bond

- 4.A.6.1 The successful bidder has to furnish security deposit in the form of Performance Bank guarantee @ 10% or Insurance Surety Bond (**Form no. 9 of Chapter-6**) 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 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 obligations under the contract.
- 4.A.6.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form no.-1 of Chapter-6. If the delivery period gets extended, the PBG should also be extended appropriately.
- 4.A.6.3 The Performance Bank Guarantee (security deposit) will bear no interest.
- 4.A.6.4 This PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 4.A.3.3 of this Chapter.

- 4.A.6.5 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.

SFMS report guidelines: -

BG advising message – IFN 760COV/ IFN 767COV via SFMS

- To mandatorily send the Cover message at the time of BG issuance.
- IFSC Code of ICICI Bank to be used (ICIC00000007).
- Mention the unique reference (RAILTEL6103) in field 7037.)

- 4.A.6.6. 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.

4.A.7. Taxes & Duties

- 4.A.7.1 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.
- 4.A.7.2 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.
- 4.A.7.3 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.
- 4.A.7.4 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.
- 4.A.7.5 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. The same provisions shall be applicable in case of debit/credit notes.
- 4.A.7.6 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 alongwith respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient.
- 4.A.7.7 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.
- 4.A.7.8 In regards to service support, the tenderer should have registration no. for GST and shall furnish GST registration certificate on award of LOA.
- 4.A.7.9 The imposition of any new tax and/or increase in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so

paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of 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 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.

4.A.7.10 Bidder has to submit an Indemnity Bond as per Form no. 7 of Chapter- 6.

4.A.8. Insurance

4.A.8.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of goods shall remain with supplier until the issue of PAC by RailTel. Insurance policy has to be kept valid by the contractor till issue of PAC by RailTel.

4.A.8.2 The Contractor should ensure the stores brought to site, against risks in consequence of war and invasion, as required under the Emergency Risk (Goods) Insurance Act inforce from time to time.

4.A.8.3 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the equipment are handed over to the purchaser. It may also be noted that in the event of contractor's failure to keep the policy current and alive, renewal of policy will be done by purchaser for which the cost of the premium plus 20% of premium shall be recovered from the contractor.

4.A.9. Liquidated Damages

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

4.A.10. Transportation

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

4.A.11. Statutory Deduction

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

4.A.12. Qualification Criteria:

4.A.12.1 Eligibility Criteria Requirements for Bidders:

SN	Eligibility Criteria Requirements	Supporting Document Required
1)	Legal Entity: The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India for the last three years.	<ul style="list-style-type: none">• Certificate of Incorporation / Registration or• Memorandum of Association (MoA)
2)	Financial Capability: The bidder should have minimum cumulative turnover from operation of Rs. 27.50 Cr in the last three financial years plus current year upto the date of opening of tender.	<ul style="list-style-type: none">• 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 mentioned on copy of certified Balance Sheet/Certificate.

4.A.13. CONSORTIUM BIDS: Deleted

4.A.14. Participation Of Joint Venture (JV) Firms in Works Tender: Deleted

4.A.15. System Performance Guarantee

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

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

4.A.16. Evaluation of Offer

4.A.16.1. Evaluation of bids will be done on totality and the Total Cost (all-inclusive) including the AMC amount for a period as mentioned.

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

4.A.16.4. The bidders should quote for all items & the offer will be evaluated in totality. The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications given in Chapter-3A.

4.A.16.5 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.

4.A.17. Security Considerations & Security Agreement

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

4.A.17.2 The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer (OEM) shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website), covering all relevant clauses. **The tenderer must submit a declaration along with their bid in this regard.**

4.A.17.3 **Deleted**

4.A.18. Purchaser's Right to Vary Quantities

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

4.A.18.2 Rate Contract:

4.A.18.2.1 RailTel, if required, may enter into Rate Contract with the firm to whom the contract is awarded for catering to additional requirement of Equipment & Cards as and when arise in future. Rate Contract on the successful tenderer would be placed separately and would be operative from the date of PAC/part PAC and would be valid for a period of 12 months. The validity of rate contract may be extended for further 12 months with mutual agreement. This Rate Contract would be at the same rates as finalized in main contract. During the validity of Rate Contract, RailTel will place Sub Purchase Orders for Equipment & Cards detailed in SOR, as per requirement. The total value of all the Sub Purchase Orders under Rate Contract shall be restricted to 50% of the contract value for these SOR items, however, there is no guaranteed off take against this Rate Contract. A standing Performance Bank Guarantee of Rs. 10 lakh for due fulfillment of the rate contract with validity of three months beyond contract period will be submitted by the tenderer within 30 days

of issue of LOA for Rate Contract. The contractor shall have to supply against these Sub Purchase Orders within 60 days from the date of issue of such Sub Purchase Orders and should submit a Performance Bank Guarantee (PBG) within 30 days of the issue of such Sub Purchase orders @10% of the value (rounded off to nearest Thousands of Rupees) of the Sub PO as per proforma given in Chapter 6, Form No.1. The PBG submitted against Sub PO is for the satisfactory performance of materials and should be valid for a period of 3 months beyond warranty period. Terms & conditions of this tender document will be applicable for the Sub POs issued against rate Contract, if any. If the delivery period gets extended, the PBG should also be extended appropriately.

4.A.18.2.2 Fall Clause:- The tenderer shall undertake that in case the tenderer offers same type of material at a lower price to any other purchaser including the purchaser, Central/State/ Government Organization or Public Sector Undertaking/Enterprise in India, during the validity of purchase order/LOA, the equal benefit of lower prices will be passed on to RailTel. The tenderer will submit an undertaking to this effect while claiming the payment.

4.A.18.2.3 The payment conditions against Rate Contract will be as under:

4.A.18.2.3.1 75% of the payment at the time of delivery as per clause 4.A.5 of this Chapter-4A.

4.A.18.2.3.2 Additional 15% of the payment at the time of delivery, if installation, testing, commissioning & integration are not included in PO/LOA. In case if installation, testing, commissioning & integration is included, the terms will remain same as in clause 4.A.5 of this Chapter-4A.

4.A.18.2.3.3 Additional 5% of the payment at the time of delivery, if installation, testing, commissioning & integration are not included in PO/LOA. In case if installation, testing, commissioning & integration is included, the terms will remain same as in clause 4.A.5 of this Chapter-4A.

4.A.18.2.3.4 5% of the payment after expiry of one year from the date of delivery, if installation, testing, commissioning & integration is not included in PO/LOA. In case if installation, testing, commissioning & integration is included, the terms will remain same as in clause 4.A.5 of this Chapter-4A.

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

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

4.A.20. Execution of Purchase Order/LOA

4.A.20.1 POs will be issued Region wise.

4.A.20.2 The successful bidder has to submit the copy of the Purchase order/LOA duly signed on each page including Annexure & will submit the Performance Bank Guarantee as per Clause no. 4.A.6 of this chapter for due fulfillment of the PO/LOA.

4.A.20.3 If the successful bidder fails to submit the accepted copy of PO/LOA within 15 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

4.A.20.4 In the event of any tenderer whose tender is accepted and refuses to execute the PO/LOA 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.

4.A.21. Annulment of Award

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

4.A.22. Earnest Money Deposit (EMD) or Surety Bond

4.A.22.1 All the Bidders/OEM are required to deposit EMD amount or Surety Bond as per Form No. 10 of Chapter-6 as mentioned in NIT and BDS through e-Nivida Portal as “Earnest Money”. EMD in no other form shall be accepted. **Offers without applicable EMD amount or Surety Bond (as per Form no. 10 of Chapter-6) shall be summarily rejected.**

4.A.22.3 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 Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.6 of this chapter.

4.A.22.4 Offers without complete amount of Earnest Money shall be summarily rejected.

4.A.22.5 Earnest Money of unsuccessful bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage.

4.A.22.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee and verification by RailTel in accordance with clause 4.A.6 (Chapter-4A).

4.A.22.7 Earnest Money will bear no interest.

4.A.23. For Micro and Small Enterprises (MSEs)

4.A.23.1 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.

- 4.A.23.2 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 born by MSE Vendor.
- 4.A.23.3 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.
- 4.A.23.4 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 Vendors) invoices.

4.A.24. Offer/ Bid Prices

- 4.A.24.1 The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees (FOR/CIP destination).
- 4.A.24.2 The breakup of price of each item of SOR in terms of basic Unit price, Custom duty, CGST/SGST/IGST/GST and other taxes and any other Levies/charges already paid or payable by the tenderer shall be quoted in Annexure-A & B of Chapter 2. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 4.A.24.3 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration. In the event of any discrepancy between total unit cost and total cost, the value shown in total unit cost will be taken for evaluation purpose.
- 4.A.24.4 Deleted.

4.A.25 Clause wise Compliance

- 4.A.25.1 **For Bidder** – Bidder has to submit Nil Deviation (Form No. 12, Chapter-6) form as a compliance against all the terms and conditions of Tender document. Bidder may submit Deviation, if any, in his bid from Tender document in the format given in Form no. 12. **However, in case of submission of any Deviation from Tender conditions, RailTel reserves the right to reject the bid without giving any justification.**

Note: In case of non-submission of Form no. 12 (Chapter-6) with bid, the bidders bid may be rejected.

4.A.25.2 **For OEM** - Clause wise compliance statement of Technical Specifications (Chapter-3A).

4.A.26 Inspection

- 4.A.26.1 Pre-shipment / pre-dispatch inspection shall be carried out at manufacturer's / tenderer's works by RailTel's authorized representative. Material should be offered for inspection ensuring supply, installation, testing, commissioning and integration within the period as specified in tender. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any shall be borne by RailTel but necessary facilities to carry out tests/witness inspection shall be provided by the manufacturer/ tenderer, free of cost. Under exceptional circumstances, if it is not possible to carry out pre-dispatch inspection at Manufacturer's premises, exemption for the same shall be obtained from competent authority.
- 4.A.26.2 Along with inspection call, the tenderer/manufacturer shall submit details of test procedures, test programme, test parameters together with permitted values, etc., and their Quality Assurance Plan.
- 4.A.26.3 In case material fails during inspection, the fresh lot of material shall be offered without any extra cost, by the manufacturer/tenderer. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/ tenderer's account.

4.A.27 Force Majeure

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

4.A.28 Settlement of Disputes

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

4.A.29 Governing Laws:

The APO/Sub PO/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.

4.A.30. Termination for Default

4.A.30.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Tenderer, terminate this contract in whole or in part.

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

4.A.31 Risk & Cost

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

4.A.31.1 The Maximum Liability of tenderer to any Loss/Damages to RailTel including Liquidity Damages and Performance Guarantee shall be limited to 100% of Value of contract.

4.A.32. Termination for Insolvency

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

4.A.33. Rates During Negotiation

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

4.A.34. Deleted

4.A.35. Submission of Offers

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

- a. The offer shall be submitted in Single Stage – Single Packet on eNivida Portal as per instructions given in Chapter-4B & 4C of tender.
- b. Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- c. Any document submitted/uploaded in eNivida portal must be duly signed & stamped by the tenderer in each page.
- d. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- e. Tenderers are requested to go through all the conditions of the tender document and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).
- f. **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

4.A.36. Constitution of Firm and power of Attorney

- 4.A.36.1. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:-
 - (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
 - (b) As a partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 4.A.36.2. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 4.A.36.3. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 4.A.36.4. In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of

Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.

4.A.36.5. The duly notarized Power of Attorney shall be submitted in original or duly signed.

4.A.37. Opening of Tender

4.A.37.1 Tenderer's Bid will be opened on specified date & time as mentioned in BDS (Chapter 5) of the tender in presence of such Tenderers/ Representatives who choose to be present.

4.A.38. Non-Transferability & Non-Refundability

The tender documents are not transferable.

4.A.39. Errors, Omissions & Discrepancies

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

4.A.40. 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.

4.A.41. Public Procurement:

4.A.41.1 Preference to Make in India: The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated 16.09.2020 (or subsequent revisions, if any till opening of tender) by Department of Promotion of Industry and Internal Trade (DPIIT), GoI shall apply to this tender.

- i. Only Class-I local suppliers (meeting minimum 50% local content) & Class-II local suppliers (meeting minimum 20% local content) are eligible to participate in this tender.
- ii. Minimum Local Content shall be 50% for purchase preference or as per the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications, Ministry of Communications and Notification No. 33(1)/2017-IPHW dated 14.09.2017 issued by MeitY or latest notification issued till opening of tender.
- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to local supplier's quote price falling within the margin of purchase preference of 20%, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference of 20%, shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within

the margin of purchase preference of 20%, matches the L1 price, the contract may be awarded to the L1 bidder. Please refer clause-4.A.41.1 of Chapter-4A of this tender.

iv. As per para 9 of PPP-MIII order 16.09.2020, bidder shall be required to indicate percentage of local content and provide self-certification in his bid (without mention of any price) that the item offered meets the local content requirement for Class-I/Class-II local supplier, as the case may be and shall also give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs. 10 Crores, the bidder 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. Bidder shall upload the certificate along with their techno-commercial bid. The bidder shall also provide calculation of Local Content with price Break-up of “Local Content” and “Imported Content” for each SOR item (certified by CA/Statutory Auditor) as per DPIIT’s PMI Policy and its clarifications and same shall be uploaded by the bidder along with their price bid. In case of any false declaration, action shall be taken in line with the provisions of the PPP-MIII order. **Performa for self-certification regarding local content is given in the Notification No. 18-10/2017-IP dated 29th August 2018 issued by Department of Telecommunications. Self certification in the prescribed performa is required to be submitted by both bidder and OEM. The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. will not be taken into account for calculating local content in any item. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on certificate from CA/Statutory Auditor.**

v. Self-certification of bidder as above shall be supported by the following certificate from Statutory Auditor engaged by the bidder, on the letter head of such Statutory Auditor. “We _____ the statutory auditor of M/s.____ (name of the bidder) hereby certify that M/s. _____ (name of bidder) meet the mandatory Local Content requirements of the Project Work under this tender i.e. ____% (to be filled by the work center) quoted vide offer No. _____ dated ____ against RAILTEL tender No. _____ by M/s. _____ (Name of the bidder).

Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.

vi. Office Memorandum Dated 19.02.2020 (or latest) issued by Department of Telecommunications, Ministry of Communications shall be applicable for Clause 10(d) of Public Procurement (Preference to Make in India) Order, 2017.

vii. Official website of Department of Promotion of Industry and Internal Trade (DPIIT) i.e. “<https://dpiit.gov.in/public-procurements>” may be referred by tenderers for above mentioned orders or any revision issued. Frequently Asked Question (FAQ) available there may also be referred by tenderers.

4.A.41.2 Bidders sharing a land border with India: 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 as per Annexure-III 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.

4.A.42 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."

4.A.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 will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel 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. Executive Director/ITP, RailTel.

Name of IEMs and contact details:

- | | | |
|----|----------------------------|--|
| 1. | Shri. Vinit Kumar Jayaswal | E-Mail: gkvinit@gmail.com |
| 2. | Shri. Punati Sridhar | E-mail: poonatis@gmail.com |
| 3. | Shri. Bipin Bihari Mallick | E-mail: bipinmallick@gmail.com |

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

ED/ITP

RailTel Corporation of India Ltd
6th Floor, Office Block Tower-2,
NBCC Complex, East Kidwai Nagar,
New Delhi-110023
E-Mail: ravi@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) Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.
- e) The 'Integrity Pact' shall be submitted by the Bidder duly signed on all pages along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'. Tender received without a signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Chapter-6 of this tender document (Form No. 17).
- f) 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.

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

4.A.44 Compliance for procurement of Telecommunication equipment from trusted source

Department of Telecommunication (DOT) notification no. 20-1236/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted source shall be applicable to

this tender. Bidder/OEM should be registered on Trusted Telecom Portal. Bidder/OEM shall obtain Trusted Source certificate from concerned department of Government of India as defined in above mentioned notification before delivery of the equipment. Undertaking from OEM in this regard shall be submitted by the bidder along with technical bid.

- 4.A.44.1 Offered equipment should comply Mandatory Testing and Certification of Telecommunications equipment (MTCTE). MTCTE certificate for the offered equipment shall be submitted by the bidder.

4.A.45 Availability of Spares

- 4.A.45.1 The Tenderer shall warrant that spare part for the system would be available for minimum of 10 years from the date of commissioning.
- 4.A.45.2 Tenderer shall give at least one year advance intimation regarding stoppage of production of spares for the installed equipment besides ensuring their availability for a minimum period of 10 years.
- 4.A.45.3 RailTel shall hold successful bidder responsible for all SLAs mentioned in the RFP and subsequently in the contract document. However, for ensuring the same, Certificates from OEM and/or authorized vendors/representatives will be produced to confirm the life time maintenance support (three years warranty & five years AMC) by provisioning of spares.

4.A.46 Contract Agreement:

On completion of the selection process, RailTel will enter into a contract agreement (**as per Form no. 16 of Chapter-6**) with the selected bidder(s). The contract entered with RailTel would be operated by RailTel. The Contract Agreement shall be entered by RailTel only after submission of valid Performance Guarantee by the successful bidder. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the RailTel may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the RailTel shall be entitled to forfeit the EMD and to forfeit other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

The following documents would form part of the agreement between RailTel & the successful bidder:

-

- 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 evaluation, including all Annexures and supporting documents.
- iii) The implementation plan identifying the tasks to be completed, the assigned responsibilities and the scheduled completion dates.
- iv) Copy of Signed LOA along with the copy of the PBG document.

(End of chapter- 4A)

CHAPTER-4B

INSTRUCTIONS TO THE BIDDERS

4.B.0 General

These are the Special Instructions to the Bidders for Tendering.

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

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

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

4.B.1 Submission of the bid:

The bidder is required to submit the Technical bid and Price bid in eNivida portal before due date & time of submission of bids specified in this tender document.

4.B.2 Following documents shall be submitted in Technical and Price bid as given below:

(a) **“TECHNICAL BID”**; -The bid shall consist of the following:-

- 1) Offer Letter complete.
- 2) Signed Copy of Tender Document/ Corrigenda
- 3) **E-receipt of EMD**
- 4) **Power of attorney** to be submitted in accordance with Clause-4.A.36.5, Chapter-4A of Tender Document.
- 5) **Indemnity Bond** (Form No. 7 of Chapter-6).
- 6) **In case bidder happens to be an eligible MSE**, the documentary evidence for same shall be submitted (clause 4.A.23, chapter-4A).

- 7) Specific authorization addressed to RailTel from the OEM (Parent Company) for Indian Subsidiary or authorized partner i.e. **Manufacturer Authorization Form** (Form no. 5 of Chapter-6).
- 8) Complete technical data and particulars of the equipment offered, as specified in the Tender document together with descriptive literature, leaflets, Drawings, if any, complete with list etc.
- 9) **System Performance Guarantee** (form no. 2, chapter-6).
- 10) **Acceptance for Long Term Maintenance Support** as per Clause 4.A.3.5, Chapter-4A of Tender Document (form no. 3, chapter-6).
- 11) Declaration regarding acceptance of clarification issued from DoT (Clause 4.A.17.2, Chapter 4A of Tender Document).
- 12) Schedule of Requirements with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) and detailed unpriced Bill of Material including break up of common units/cards/backplane/Fan Tray unit etc. for building up the SOR items for supply.
- 13) Clause wise compliance to tender conditions as per clause 4.A.25 of Chapter-4A.
- 14) Documentary proof of qualifying criteria (Clause 4.A.12 of Chapter 4A of Tender Document)
- 16) Form no. 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15 of Chapter-6
- 19) Certificate of Local Content as per clause 4.A.41.1, Chapter-4A
- 20) Certificate by bidders sharing a land border with India as per clause 4.A.41.2, Chapter-4A.
- 21) Any other document asked in the tender but not listed above.
- 22) Any Other information desired to be submitted by the tenderer.
- 23) Un-priced SOR & Un-priced BOM (duly vetted by OEM)

b) “Price Bid” Shall contain

The price bid for “Schedule of requirements” as per Note of Chapter 2 along with “Bill of Material” (BOM) for each item quoted exactly according to the proforma, as also submitted along with “Technical Bid”. Calculation of Local Content as per clause 4.A.41.1, Chapter-4A.

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

4.B.3. Fax Quotations & Late Tenders:

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

4.B.4. Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening.

4.B.5. Addenda / Corrigenda:

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

4.B.6 Bid submission and Opening date

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

4.B.7 Submission of offline documents:

Original copy of following documents is needed to be submitted by the bidders offline before due date & time of submission of bids at RailTel Corporation of India Ltd., Institutional area, plot no. 143, Sector 44, Gurugram, Haryana. The packet containing the original copies should be sealed by the personal seal of the bidder. The envelop shall bear name of work, the tender no. and the words "DO NOT OPEN Before" (-due date and time -).

- a. Power of Attorney.
- b. Form No. 2 (System Performance Guarantee), Form No, 3 (Performa for Long Term Maintenance Support), Form No. 5 (Manufacturer Authorization Form), Form No. 7 (Standing Indemnity Bond), Form no. 11 (Affidavit).
- c. Integrity Pact

Non submission of original copy of above documents may lead to rejection of the bid.

4.B.8 Clarification Requests:

The written queries/ clarification request may be sent to RailTel's office through e-mail to pyadav@railtelindia.com with copy to arunsrawat@railtelindia.com (in pdf & excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS). Reply of relevant clarifications sought will be uploaded in eNivida portal. Clarifications sought shall be submitted in the following format:

Queries/Clarifications from M/s -----
--

SN	Clause no. & Chapter no.	Page no.	Sub- clause no./ Point no.	Content of the clause requires clarification	Points of clarification required	Remarks

(End of Chapter- 4B)

CHAPTER-4C

E-tendering Instructions to Bidders

4.C.0 GENERAL:

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 4B of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid. More information for submitting online bids on the eNivida Portal may be obtained at: <https://railtel.enivida.com>

4.C.1 GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link “**Bidder Enrolment**” available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
6. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
7. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.

4.C.2 SEARCHING FOR TENDER DOCUMENTS:

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

intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4.C.3 PREPARATION OF BIDS:

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

4.C.4 SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit all required document online only. Original copy is needed to be submitted by the successful bidder before due date and time of submission of bids.

4.C.5 For any clarification in using eNivida Portal:

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

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.
Phone No. 011-49606060/8448288988, EMail id: eprocurement@railtelindia.com

(End of Chapter- 4C)

CHAPTER- 5

BID DATA SHEET (BDS)

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

Clause	Description
Clause 4.A.1.2, Chapter-4A	Validity of offer 30 days from the date of opening of tender including date of opening.
Clause 4.A.2.1, Chapter-4A	Warranty 36 months from the date of issue of PAC (comprising of 12 months of Maintenance Supervision between issue of PAC and FAC, followed by 24 months of warranty support).
Clause 4.A.3.1, Chapter-4A	Long Term Maintenance Support (AMC) 5 Years from the date of completion of Warranty.
Clause 4.A.4, Chapter-4A	Delivery, installation, Commissioning & Integration period 180 days from date of issue of LOA/Purchase Order.
Clause 4.A.6, Chapter-4A	Performance Bank Guarantee (Security Deposit) Performance Bank Guarantee of 10% of total value of the LOA/PO is required to be submitted within 30 days of issue of LOA/PO. Validity of this shall be 4 months beyond warranty period.
Clause 4.A.18.1, Chapter-4A	Purchaser's Right to Vary Quantities (A) Upto maximum extent of +/- 50% subject to following condition i. Upto +25% with no rebate. ii. From +25% to +40% with 2% rebate iii. From +40% to +50% with 4% rebate (B) For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.
Clause 4.A.22.1, Chapter-4A	Earnest Money Deposit (EMD)/ Bid Security As per NIT (Page-2 and 3 of Tender document)
Clause 4.B.8, Chapter-4B	Last date of submission of queries/ clarification request: Date: 01.08.2025
Tender Notice	Last date & time of submission of offer (Online) Date: 13.08.2025 and Time: 15:00 hours
Clause 4.A.37.1, Chapter-4A	Date & time of Opening of Tender (Online) Date: 13.08.2025 and Time: 15:30 hours

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

(End of Chapter- 5)

CHAPTER- 6

Form No. 1 PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

Dated the day of ,20--

for
(indicate the name of the Bank)

Witness

1. Signature
Name
2. Signature
Name

Form No. 2

PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE
(On Stamp Paper of Rs. one hundred)

To

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

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

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.

Form No. 3

**PROFORMA FOR THE LONG TERM MAINTENANCE SUPPORT
(To be signed O.E.M. on their respective Letter Head)**

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

Applicable for OEM directly participating in the tender

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 4.A.3 of Chapter-4A shall be met **by us directly or through our subsidiary in India** as per rates quoted in the Price Bid. I / We shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.

Or

Applicable for Authorized representative of OEM participating in the tender (To be signed by OEM)

I / We hereby confirm that we have read specifications & tender conditions of RailTel Tender No.and accept that the requirement of Long Term Maintenance Support as per Clause 4.A.3 of Chapter-4A shall be met **by Authorized Distributor/Partner of OEM. However, if Authorized Distributor/Partner fails to fulfil the support obligation due to any un-foreseen circumstances, the same shall be provided by us directly or through our subsidiary in India or through authorized Indian representative for the mentioned/remaining period at the quoted prices by the bidder. I/We have gone through the requirement mentioned in the Tender Document and shall provide services as per terms and conditions pertaining to Long Term Maintenance Support of tender document.**

(Signature of OEM's Authorized Officer)
Seal

Signature of witness:

1.
2.

Note: Submission of above format is mandatory and required to be submitted by both OEM and Bidder separately on their respective letter heads. Any deviation / non acceptance may lead to rejection of the bid.

Form No. 4**CHECKLIST OF ESSENTIAL DOCUMENTATION/ACTIVITY**

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

SN	Item/Clause of Tender Document	Details/Remarks
1.	Signed Copy of Tender Document/ Corrigenda	
2.	EMD or Surety Bond as per Clause 4.A.22 of Tender document	
3.	Offer Letter duly signed by authorized signatory (Chapter -1 of Tender Document)	
4.	Bidder should have authorization specific to this tender from respective OEM as per Form no. 5 of Chapter-6.	
5.	Power of Attorney to Signing the Bid & Board resolution (Clause 4.A.36, Chapter- 4A of Tender Document)	
6.	HLD Design as per Clause 3.A.24 of Chapter-3A	
7.	Clause 3.B.5 - Number of teams and the list of equipment for each team to be required for installation	
8.	OEM Vetted BOM as per Point-VI, Note Under SOR, Chapter-2	
9.	Clause wise compliance (Clause 4.A.25.1 and 4.A.25.2 of Chapter-4A)	
10.	Bidder Eligibility Clause as per Clause 4.A.12.1	
11.	Declaration regarding acceptance of clarification issued from DoT for Latest Security Clause which includes sign of Agreement between RailTel & Vendor/OEM (Clause 4.A.17.2, Chapter- 4A of Tender Document)	
12.	Complete technical data and particulars of the equipment offered, as specified in the Tender papers together with descriptive literature, leaflets, Drawings, if any, complete with list etc.	
13.	Form no. 2 (System Performance Guarantee) (Clause 4.A.15.2 Chapter-4A of Tender Document)	
14.	Form no. 3 (Undertaking for Long Term Maintenance Support from OEM) (Clause 4.A.3, Chapter-4A of Tender Document)	
15.	Form No. 6 of Chapter-6- RTGS Payment	
16.	Form No. 7 of Chapter-6- Indemnity Bond.	
17.	Form No. 10 of Chapter-6 - Surety Bond for Bid Security, if applicable.	
18.	Form No. 11 of Chapter-6- Affidavit as per clause 4.A.12 of Chapter-4A	

SN	Item/Clause of Tender Document	Details/Remarks
19.	Form No. 12 of Chapter-6 (Nil Deviation Component Compliance)	
20.	Form no. 14 of Chapter-6 - No Malicious Code	
21.	Form no. 15 of Chapter-6 (Details of offered equipment)	
22.	Form no. 17 of Chapter-6- Integrity Pact	
23.	i) Schedule of Requirements (SOR) with quantities but with prices blanked out (this will be a replica of price bid with prices blanked out) and ii) Detailed unpriced Bill of Material including break up of common units/cards/backplane/SFP/Fan Tray unit etc. for building up the SOR items for supply. iii) Site wise distribution of materials as per BOM.	
24.	Certificate of Local Content as per clause 4.A.41.1 of Chapter-4A (without calculation sheet)	
25.	Certificate by bidders sharing a land border with India as per clause 4.A.41.2 of Chapter-4A - Annexure-III	
26.	Certificate of MSME, if applicable as per clause 4.A.23 of Chapter-4A	
27.	Documents/certificates as asked in Chapter-3A (Technical requirement and Specifications)	
28.	Undertaking of Trusted Source of offered equipment as per clause 4.A.44 of Chapter-4A	
29.	Submission of Offline Documents as per clause 4.B.7	
Document uploaded along with Financial Bid/Price Bid		
1	Price Bid for Schedule of Requirements as per Chapter-2	
2	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A and B of Chapter-2	
3	Bill of Material (BOM) with prices of each module/cards etc.	
4	Calculation sheet of Local Content as per clause 4.A.41.1 of Chapter-4A	

Note:

- i. All document need to be submitted online only. Original documents as mentioned in Clause 4.B.7 of Chapter-4B are needed to be submitted by the bidders before due date and time of bid submission.
- ii. Non submission/ non-compliance of above documents as detailed in above Check List will make the offer liable to be rejected.

Form No. 5

Manufacturer Authorisation form (MAF)

To
RailTel Corporation of India Limited,
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023
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 -----(Name of work) & AMC of our range of products against your above said bid.

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

Thanking you,
Best regards,

Authorised Signatory of OEM

Form No. 6

Format for instruction to be provided by vendor/contractor for RTGS payment to be made to them by RailTel against tenders.

Date:

To

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

Dear Sir,

Re: Option for payment of our bills/dues relating to tenders floated by RailTel.

Kindly refer to tender no. _____ dated _____
Which was awarded /participated to / by our company as per your award letter no. _____ dated _____ against the above PO/LOA participated/awarded to us, we authorize you make payment of dues/bills to us in RTGS/EFT mode against the particulars mentioned below:

1. Name of the agency as given in Bank account
2. Name of the Bank
3. Bank Branch & address
4. Bank account no.
5. Bank account type (savings / current/Over Draft)
6. IFSC code
7. NEFT Code
8. Agency's Address
9. Agency's telephone & mobile no.
10. GST Registration Details.

We also enclose herewith a copy of canceled cheque of the above mentioned bank account for verification of particulars.

I hereby declare that the above particulars given above are correct and complete.

Encl: As above.

(Sign & Seal of the Vendor)

Certified that the particulars furnished at item no. 1 to 6 above are correct as per our records.

**Signature of Authorized
Official from the bank.**

Form No. 7
STANDING INDEMNITY BOND

(For on Account Payments and Stores supplied by RailTel)
(On Stamp Paper of Rs one hundred)

We, M/s _____ hereby undertake that we hold at our Stores Depot/s at _____ for and on behalf of RailTel Corporation of India Limited in the premises through ED/RGM/RailTel/----- Region or his successor hereinafter referred to as “the Purchaser” all materials for which ‘On Account’ payments have been made to us against the Contract for _____ vide letter of Acceptance/PO of Tender No. _____ and the materials handed over to us by the Purchaser for all purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any engineer authorized by the Regional General Manager (RGM)/Executive Director (ED) --- ----- Region (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

In the event of any loss, damage or deterioration as aforesaid the assessment of such loss or damage and the assessment of such compensation therefore would be made by the RGM/ED/RailTel/-----Region, or his authorized nominee and the said assessments shall be final and binding upon us.

Dated this _____ day of _____, 20--

for and on behalf of M/s _____
(Contractor)

Signature of witness

Name and witness in Block letters

Address

Form No. 8
AFFIDAVIT

Deleted

Form No. 9

Insurance Surety Bond for Performance Security (PBG)

RailTel Corporation Of India Limited,
(Address)

Date:.....

Name of the issuer of surety bond:

Surety Bond No:..... Issue

Date:.....

Amount of Bond:..... Expiry

Date:.....

WHEREAS,

(name & Address of the contractor) (herein after called the contractor) and (name and address of RCIL) have entered into an agreement (herein after called the “ agreement”) for the -----
- (name of the work) subject to and in accordance with the provision of the agreement.

The agreement requires the contractor to furnish Performance Security for the due and faithful performance of its obligations, under and in accordance with the agreement /contract/purchase order, during the (project duration/warranty period/AMC period) (as defined in the contract /agreement) in as sum of Rs.-----/
(figures)only (Rupeesonly (words)).(the surety Bond amount).

We----- through our branch at ----- (surety Insurer) have agreed to furnish the guarantee(herein after called the surety Bond) by way of Performance Guarantee.

SB No: Date:

WHEREAS, we , (Name of Surety Insurer/insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety), have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the RCIL the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.

The Surety Insurer undertakes to immediately pay on presentation of demand by the RCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RCIL on the Surety Insurer shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder.

On payment of any amount less than aforementioned full amount, as per demand of the RCIL, the Surety Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the RCIL.

The Surety Insurer shall pay the amount as demanded immediately on presentation of the demand by RCIL without any reference to the contractor and without the RCIL being required to show grounds or give reasons for its demand or the amount demanded.

The Surety Bond shall be unconditional and irrevocable.

The Surety Bond hereinbefore shall not be affected by any change in the constitution of the Surety Insurer or in the constitution of the Contractor.

The Surety Insurer agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the RCIL and the Contractor, will in any way release us from the liability under this Bond; and the Surety Insurer, hereby, waives any requirement for notice of any such change, addition or modification to the Surety Bond.

This Surety Bond is valid and effective from the date of its issue, which is [insert date of issue). The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

The Surety Insurer agrees that the RCIL right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the RCIL or the surety Bond is released by RCIL before the Expiry date.

The Surety Insurer agrees that its obligation to pay any amount demanded by the RCIL before the expiry of this Suret Bond will continue until the amount demanded has been paid in full.

The expressions Surety Insurer and RCIL hereinbefore used shall include their respective successors, administrators and assigns.

The Surety Insurer hereby undertakes not to revoke the Surety Bond during its currency, except with the previous consent in writing of the RCIL. This Surety Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

We, the Surety Insurer, further agree that the RCIL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall

be final and binding on us, notwithstanding any differences between the RCIL and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority. The Surety Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the RCIL available with the RCIL. The Surety Insurer, under this Bond, shall be deemed as Principal Debtor of the RCIL.

Notwithstanding anything to the contrary contained in these presents,
Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).
This Surety Bond shall be valid up to XXXX (being the date of expiry);
Unless the Surety Insurer/insurance Company is served a written claim or demand on or before XXXX [date of expiry] all rights under this Surety Bond shall be forfeited and the Surety Insurer shall be relieved and discharged from all liabilities under this Surety Bond irrespective of whether or not the original Surety bond is returned to the Surety Insurer.

Dated the day of 2025

The Insurance Surety Bond shall be verified by sending mail to [email id of Surety Insurer]

Place..... Surety Insurer's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code No.).....

[P/Attorney] No.

Witness

- 1.
- 2.

Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.

Form No. 10
Surety Bond for BID Security (EMD)

B.G. No......

Dated:.....

1. In consideration of you, **, (hereinafter referred to as the "RCIL", which expression shall, unless it be repugnant to the subject or context thereof, include its, successors and assigns) having agreed to receive the BID of (a company registered under Companies Act, 1956/2013) and having its registered office at New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall, unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors and assigns), for the** ** Project on (Hereinafter referred to as "the Project") pursuant to the RFP Document dated. Issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the ***Surety Insurer***) having our registered office at and one of its branches at (hereinafter referred to as the "***Surety Insurer***"), at the request of the Bidder, do hereby in terms of Clause 1.2.10 read with Clause 2:20 of the RFP Document, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the "RCIL" an amount of Rs. ** ** (Rs. ** ** only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the "RCIL" stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents, shall be final, conclusive and binding on the ***Surety Insurer***.
3. We, the ***Surety Insurer***, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the "RCIL" is disputed by the Bidder or not, merely on the first demand from the "RCIL" stating that the amount claimed is due to the "RCIL" by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the ***Surety Insurer*** under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. ** ** *(Rupees** ** only).

4. This **Surety Bond** shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date Inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the RCIL and the Bidder, and agreed to by the **Surety Insurer**, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the **Surety Insurer**, further agree that the RCIL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the RCIL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RCIL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the **Surety Insurer** or any absorption, merger or amalgamation of the Bidder or the **Surety Insurer** with any other person.
7. In order to give full effect to this Surety Bond, the RCIL shall be entitled to treat the **Surety Insurer** as the principal debtor. The RCIL shall have the fullest liberty without affecting in any way the liability of the **Surety Insurer** under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time or from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the RCIL, and the **Surety Insurer** shall not be released from its liability under these presents by any exercise by the RCIL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the RCIL or any indulgence by the RCIL to the said Bidder or by any change in the constitution of the RCIL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the **Surety Insurer** from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the **Surety Insurer** and sent by courier or by certified e-mail to the **Surety Insurer** at the address set forth herein.
1. We undertake to make the payment on receipt of your notice of claim on us addressed to [name **Surety Insurer** along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
2. It shall not be necessary for the RCIL to proceed against the said Bidder before proceeding against the **Surety Insurer** and the Surety Bond herein contained shall be enforceable against the **Surety Insurer**, notwithstanding any other security which the RCIL may have obtained

from the said Bidder or any other person and which shall, at the time when proceedings are taken against the ***Surety Insurer*** hereunder, be outstanding or unrealised.

3. We, the ***Surety Insurer***, further undertake not to revoke this Surety Bond during its currency period except with the previous express consent of the RCIL in writing.
4. The ***Surety Insurer*** has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the ***Surety Insurer***.
5. For the avoidance of doubt, the ***Surety Insurer's*** liability under this ***Surety Bond*** shall be restricted to Rs. *** crore (Rupees *** *** crore only). The ***Surety Insurer*** shall be liable to pay the said amount or any part thereof only if the RCIL serves a written claim on the ***Surety Insurer*** in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)]
6. This Surety Bond shall also be operatable at our.....Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
7. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this day of, 20.....at
SIGNED, SEALED AND DELIVERED

For and on behalf of the Surety Insurer by:
(Signature) (Name) (Designation) (Code Number) (Address)

NOTES:

The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.

The address, telephone number and other details of the head office of the Surety Insurer as well as of issuing branch should be mentioned on the covering letter of issuing branch.

FORM No. 11

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

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of RailTel, 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 electronic tender portal. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenderers, execution of work or final payment of the contract, the master copy available with the 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 alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted alongwith the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/We understand that if the content of the certificates submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD and may also lead to any other action provided in the contract including banning of business for a period upto two years in RailTel. Further, I/we (insert name of the tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the content of the certificates submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD and Performance Guarantee and may lead to any other action provided in the contract including banning of business for a period of two years in RailTel.

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

VERIFICATION

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

**DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Form No.12

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

To

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

Date: dd-mm-yyyy

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:
bidder

Seal and signature of the

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

Deleted

Form No. 13

Form No. 14

**PROFORMA FOR “NO MALICIOUS CODE UNDERTAKING LETTER
BY BIDDER and OEM”**

To

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

Tender Reference No.: _____

Sub: Undertaking for No Malicious Code.

Dear Sir,

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

1. All proposed hardware and software components in scope of supplies when shipped by _____, does not contain embedded malicious code that would activate procedures to:-
 - a. Inhibit the desired and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/networks.
2. We, _____ will be considered to be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _____
3. Security breach or damages to system, if any, so caused by any embedded malicious code or otherwise, due to the act of either OEM or bidder or both, the OEM as well as the bidder would be considered liable jointly or severally and shall be banned for conducting any business with RailTel. Also the present contract, may liable to be terminated by the purchaser.

Place:

Date:

Seal and signature of the bidder/OEM

(This letter should be on the letter head of the Bidder & OEM duly signed by an authorized signatory)

FORM NO. 15
DETAILS OF OFFERED EQUIPMENT:

SN	SOR Item no.	Item Description	Make	Model	Data Sheet Placed at Page No. of Bid
1					
2					
3					
4					

Form No. 16
CONTRACT AGREEMENT
(On Stamp paper of Rs. One hundred)

(CA No.
.....)

This AGREEMENT is made at <Location> on this _____ day of _____ two thousand and twenty -----, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting in the premises through Principal Executive Director/Infra or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

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

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

AND WHEREAS the said Tender of the Contractor has been accepted for the work of "....."
....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. _____ (Rupees _____ Only) duly accepted by the contractor.

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

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

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd. in the presence of:

1. Signatures
 Date
 Name in Block Capitals
 Address:
2. Signatures
 Date
 Name in Block Capitals
 Address:

Signed and delivered by Shri. _____ for and on behalf of
_____ in the presence of :

1. Signatures
 Date
 Name in Block Capitals
 Address:
2. Signature
 Date
 Name in Block Capitals
 Address:

Annexure 'A' : Tender Document No..... with Corrigendum(s), if any.
Annexure 'B' : Contractor's offer letter.
Annexure 'C' : Letter of Acceptance/Purchase order No..... with all
 enclosures.
Annexure 'D' : Copy of Performance Bank Guarantee (PBG)

Form No. 17
PROFORMA FOR SIGNING THE INTEGRITY PACT
(On Stamp Paper of Rs one hundred)

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:

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application-Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

S. No.	Description
1	Introduction
2	Scope
3	Definitions
4	Initiation of Banning / Suspension
5	Suspension of Business Dealings
6	Ground on which Banning of Business Dealings can be initiated 8-9
7	Banning of Business Dealing
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.
9	Procedure for issuing Show-cause Notice.
10	Appeal against the Decision of the Competent Authority
11	Review of the Decision by the Competent Authority
12	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

- 1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be 'the state' within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.
- 2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other;
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
 - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
 - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office along with the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:
- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 3. ED / GGM/ GM (to be nominated on case to case basis).

4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty one days of receipt of the reference by ED/ GGM/ GM.

iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;

6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.

- 7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning.

The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority.

If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL.

After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

- 7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- (i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- (ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- (iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- (iv) To submit final recommendation to the Competent Authority for banning or otherwise.

- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
- ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:
 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 3. ED / GGM/ GM (to be nominated on case to case basis).
 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

8. Removal from List of Approved Agencies – Suppliers/ Contractors, etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.
- 8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:

- a) Forex one rating the Agency if the charges are not established.
 - b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.
- 12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

(End of Chapter-6)

CHAPTER-7

Detailed standard conditions applicable for the Annual Maintenance Contract

7.1.0 Introduction

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

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

7.2.0 Basic Definitions and terminology used:-

RailTel: RailTel Corporation of India Limited having its registered and Corporate office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023.

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

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

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

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

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

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

Severity Levels:

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

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

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

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

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

7.2.1 **Key Performance Indicators (KPIs):**

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

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

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

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

Patch Releases/Maintenance Releases:-

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

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

7.3.0 Technical Support Service:-

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

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

7.3.1 Contractor’s responsibilities:

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

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

7.3.1.4 For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.

7.3.1.5 Not Used.

7.3.1.6 Not Used.

7.3.1.7 Software Update:

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

7.3.2 RailTel Responsibility:-

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

7.3.2.1 RailTel will notify contractor in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.

7.3.2.2 RailTel will provide remote access to Contractor's TSC to access their network, either through VPN, ISDN or Team viewer.

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

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

7.3.2.5 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.

7.4.0 Repair and Return Services

7.4.1 Repair

7.4.1.1 Contractor's Responsibility:-

1. The Contractor will take- over the defective cards/SFPs from RNOC/site where equipment is installed and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
2. After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from RNOC/site where equipment is installed. All the documentation including identification number (Serial number) will be provided by RailTel.
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.
4. The received defective part will be got repaired by the contractor **within 10 days** from the date of receiving and will be installed/handed over to RailTel authorized representative at RNOC/site. The contractor will also give probable reason for repeated failure of cards/ modules.

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

1. Contractor shall make spares available at his own cost.
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.

7.4.1.2 RailTel's Responsibility

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

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

7.4.2 Return

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

7.5.0 Services Level Agreement Values (SLA):

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

7.5.1 Technical Support Services KPIs & SLA:

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

***BE-Best Effort**

7.5.2 Repair and Return Services

If the contractor fails to return the card within 10 days from the date of receipt , the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	Upto 10 days	NIL
All Modules and accessories	More than 10 days and up to 30 days	10% of the cost of affected Equipment.
All Modules and accessories	More than 30 days and up to 40 days	25% of the cost of affected Equipment.
All Modules and accessories	More than 40 days and up to 50 days	75% of the cost of affected Equipment.
All Modules and accessories	More than 50 days	Full cost of affected part/module.

Note:

a. OEM should provide facility to RailTel for direct fault case open on TAC Support in case of emergency.

b. The above replacement services will be applicable during maintenance supervision, warranty and AMC period.

7.6.0 General Conditions:

7.6.1 Period of AMC:

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

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

7.6.2 Performance Bank Guarantee:-

As mentioned in Clause 4.3 of Chapter-4.

7.6.3 Prices and Taxes:-

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

7.6.4 Payment Terms:-

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

7.6.5 Execution of contract

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

7.6.6 Tenderers Address

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the Tenderers by post at his said address shall be deemed

to have reached the tenderer duly & timely, notwithstanding the fact the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered post.

7.6.7 Law governing the contract.

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

7.6.8 Force Majeure clause:-

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

7.6.9 Illegal Gratification

Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or anyone on his behalf to any officer or employees of the RailTel, or to any person on his behalf in relation to obtaining or the execution of this or any other contract with the RailTel shall, in addition or any criminal liability which he may incur, subject

the contractor to the rescission of the contract and all other contracts with the RailTel and to the payment of any loss or damage resulting from such decision and the RailTel shall be entitled to deduct the amounts so payable from any moneys due to the Contractor (s) under this contract or any other contracts with the RailTel.

The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the RailTel and if he shall do so, the RailTel shall be entitled forthwith to rescind the contract and all other contracts with the RailTel. Any question or dispute as to the commission or any shall offence or compensation payable to the RailTel under this clause shall be settled by the Regional General Manager of RailTel, in such a manner as shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payment for the work done up to date of rescission.

7.6.10 LABOUR

Wages to Labour- The contractor shall be responsible to ensure compliance with the provisions of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made there-under in respect of any employees directly or through petty contractors or sub contractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If in compliance with the terms of the contract, the contractor supplied any labour to be used wholly or partly under the direct orders and control of the RailTel whether in connection with any work being executed by the contractor or otherwise for the purpose of the RailTel such labour shall, for the purpose of the clause, still be deemed to be persons employed by the contractor. If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the RailTel, such moneys shall be deemed to be moneys payable to the RailTel by the Contractor and on failure by the contractor to repay any moneys paid by it as aforesaid with seven days after the same shall have been demanded, the RailTel shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other contract with the RailTel.

7.6.10.1 Apprentices Act

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act 1961 and the Rules and Orders issued there-under from time to time in respect of apprentices directly through petty contractors or sub-contractors employed by him for purpose of carrying out the contract. If the Contractor directly or through petty contractor or sub-contractors fails to do so, his failure will be breach of the contract and the RailTel may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

7.6.10.2 Provisions of Payments of Wages Act

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor, and any moneys which may be ordered to be paid by the Engineers shall be deemed to be moneys payable by the Engineer on moneys due to the contractor in terms of the contract (whether under this contract or any other contract all moneys paid or payable by the RailTel by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

7.6.10.3 Provision of Contract Labour (Regulation and Abolition) Act 1970

1. The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Act, Central Rules 1971 as modified from time to time, whenever applicable and shall also indemnify the RailTel from and against any claims under the aforesaid Act and the Rules.
2. The contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
3. The contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.
4. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
5. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the RailTel is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be

provided under the aforesaid Act and the Rules or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act the Rules or to incur any expenditure on account of the contingent liability of the RailTel due to contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the RailTel will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the RailTel under section 20, sub section (2) and section 2 sub-section (4) of the aforesaid Act, the RailTel shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the RailTel to the contractor whether under the contract or otherwise. The RailTel shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the RailTel full security for all costs for which the RailTel might become liable in contesting such claim. The decision of the RailTel regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

7.6.10.4 Reporting of Accidents to Labor

The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

7.6.10.5 Provisions of Workmen's Compensation Act

In every case, in which by virtue of the provision of section 12 sub section (1) of the Workmen's Compensation Act, 1923, RailTel is obliged to pay compensation to workman directly or through the petty contractor employed by the contractor or sub-contractor, in executing the work, RailTel will recover from the contractor the amount of the compensation so paid, and without prejudice to the right of RailTel under section 12 sub section (2) of the said Act. RailTel shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by RailTel to the Contractor whether under these conditions or otherwise, RailTel shall not be bound to contest any claim made against it under Section 12, Sub Section (1) of the said Act except on the written request of the contractor and upon his giving to RailTel full security for the all costs for which RailTel might become liable in consequence of contesting such claim.

7.6.11 Determination of Contract

Right of RailTel to determine the contract: The RailTel shall be entitled to determine and terminate the contract at any time, should in the RailTel's opinion, the cessation of the work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials

at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the RailTel of such determination and the reasons thereof shall be conclusive evidence thereof.

Payment on determination of contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the RailTel shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfactions of the Engineer. The RailTel's decision on the necessity and property of such expenditure shall be final and conclusive.

The contractor shall have no claim to any payment of compensation of otherwise, however on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

7.6.12 TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:

As per clause 4.A.30, Chapter-4A of tender document.

7.6.13 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 employ the same in further execution of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine expert or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) has at the time of termination of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract what was the value of

any unused or partially use materials, any constructional plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

7.6.14 SETTLEMENT OF DISPUTE AND ARBITRATION:-

- Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.
- The arbitral tribunal shall consist of the sole Arbitrator if the value of claim is upto Rs. 10 lakhs. The arbitrator will be appointed by the Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 lakhs, the matter shall be referred to the adjudication of arbitral council. Chairprman & Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Managing Director/RailTel shall appoint out the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of sole arbitrator or Arbitral council as the case may be, shall be final and binding on both the parties, i.e. contractor and RailTel Corporation of India Ltd.
- Each of the parties agree that no withstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this agreement so far as they are reasonably able to do so.

(End of Chapter- 7)

Annexure-I

1. Third Party Path in between Panvel to Chennai:

S.no	A End	Z End	Length (Kms)	Total Loss (dB)	A End	Z End	Remarks
1	Panvel Stn.	Lodhivali	36.5	22.3	OADM	ILA	
2	Lodhivali	Karla	48.2	13.9	ILA	ILA	
3	Karla	Lonikhand	76.8	19.7	ILA	ILA	
4	Lonikhand	Yavat station Rly	39.1	13.5	ILA	OADM	
5	Yavat station Rly	Rajuri	22.0	8.5	OADM	ILA	
6	Rajuri	Nirajwagaj	65.9	18.4	ILA	ILA	
7	Nirajwagaj	Malshiras	63.4	19.2	ILA	ILA	
8	Malshiras	Gopalpur	62.2	18.8	ILA	ILA	
9	Gopalpur	Balgaon	63.4	18.9	ILA	ILA	
10	Balgaon	Bijapur	71.2	19.1	ILA	ILA	
11	Bijapur	Muddebihal	68.2	17.8	ILA	ILA	
12	Muddebihal	Lingasugur	64.2	17.4	ILA	ILA	
13	Lingasugur	Malakpura	67.2	17.5	ILA	ILA	
14	Malakpura	Adoni	68.5	18.5	ILA	OADM	
15	Adoni	Tuggali	50.5	13.6	OADM	ILA	
16	Tuggali	Iguduru	73.3	19.1	ILA	ILA	
17	Iguduru	Balapunuru	73.9	19.0	ILA	ILA	
18	Balapunuru	Chakrayapet	60.4	16.8	ILA	ILA	
19	Chakrayapet	Rayachoty	40.6	11.3	ILA	ILA	
20	Rayachoty	Yellamanda	65.5	17.4	ILA	ILA	
21	Yellamanda	Damalcheruvu	53.9	14.5	ILA	ILA	
22	Damalcheruvu	Cramapuram	53.2	14.8	ILA	ILA	
23	Cramapuram	Nagalapuram	74.4	19.1	ILA	ILA	
24	Nagalapuram	Ambattur	76.3	19.6	ILA	OADM	
25	Ambattur	Egmore station rly	15.2	5.6	OADM	OADM	
26	Ambattur	Ambattur station rly	3.5	3.0	OADM	OADM	

27	STT Madhapur	Secundrabad	18 Km	26.0	OADM	OADM	Path-1
28	STT Madhapur	Secundrabad	20 Km	26.0	OADM	OADM	Path-2
29	STT Madhapur	Nagarguda	68.9	19.1	OADM	ILA	
30	Nagarguda	Mogalagidda	24.1	8.7	ILA	ILA	
31	Mogalagidda	Zamistapur	68.7	17.8	ILA	ILA	
32	Zamistapur	Makthal	60.7	19.3	ILA	ILA	
33	Makthal	Yerragera	77.0	20.1	ILA	ILA	
34	Yerragera	Adoni	64.2	17.7	ILA	OADM	
35	Adoni	Guntakal Rly station	57.0	26.5	OADM	OADM	

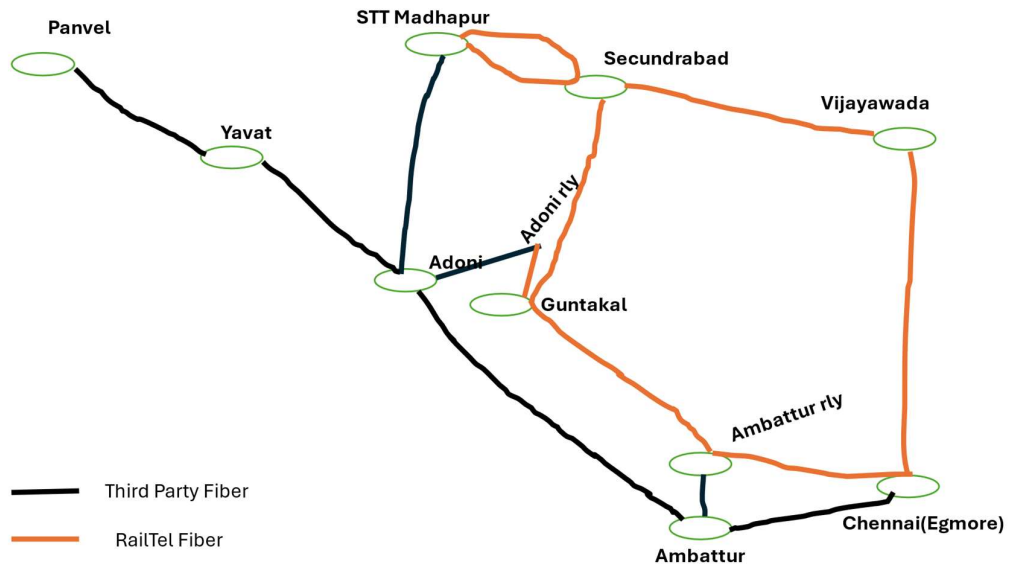
2. RailTel path in between Chennai to Secunderabad.

S.No	A End Node	Z End Node	LH Section code	A End	Z End	Section length in Kms	Loss	Remarks
Secundrabad-----Vijayawada (7 Nos ILA)								
1	Nagireddipalli	Secundrabad	SC- NRDP	ILA	OADM	60	27.5	
2	Nalgonda	Nagireddipalli	NLDA- NRDP	ILA	ILA	65.84	27.7	
3	Nalgonda	Miryalaguda	MRGA- NLDA	ILA	ILA	42.75	20.2	
4	Miryalaguda	Nadikudi	NDKD- MRGA	ILA	ILA	44	22.5	
5	Sattenapalli	Nadikudi	SAP- NDKD	ILA	ILA	62	28.8	OEM can proposed ILA in between
6	Sattenapalli	Guntur	GNT- SAP	ILA	ILA	46	20.6	

7	Vijayawada	Guntur	GNT-BZA	OADM	ILA	42	14.0	
Secundrabad-----Guntakal (7 Nos ILA)								
8	Dhone	Guntakal	GTL-DHNE	ILA	OADM	78.4	21.7	
9	Dhone	Kurnool Town	KRNT-DHNE	ILA	ILA	62	23.8	
10	Gadwal	Kurnool Town	GWD-KRNT	ILA	ILA	60	23.9	
11	Wanaparti Road	Gadwal	WPR-GWD	ILA	ILA	25	24.0	
12	Wanaparti Road	Mahabubnagar	MBNR-WPR	ILA	ILA	60	22.7	
13	Shadnagar	Mahabubnagar	SHNR-MBNR	ILA	ILA	62	26.2	
14	Secunderabad	Shadnagar	SC-SHNR	OADM	ILA	68.5	29.1	OEM can proposed ILA in between
Vijayawada-----Chennai (10 Nos ILA)								
19	Vijayawada	Tenali	TEL-BZA	ILA	ILA	35.9	19.5	
20	Bapatla	Tenali	BPP-TEL	ILA	ILA	46.5	13.7	
21	Bapatla	Ongole	OGL-BPP	ILA	ILA	72	21.5	
22	Kavali	Ongole	KVZ-OGL	ILA	ILA	74	25.0	
23	Nellore	Kavali	NLR-KVZ	ILA	ILA	55	18.1	
24	Gudur	Nellore	GDR-NLR	ILA	ILA	45	18.5	
25	Nayudupet	Gudur	NYP-GDR	ILA	ILA	35	23.0	
26	Sullurpet	Nayudupet	NYP - SPE	ILA	ILA	35	20.3	

27	Gummidipendi	Sullurpet	GPD-SPE	ILA	ILA	50	22.4	
28	Gummidipendi	Ponneri	GPD-PON	ILA	ILA	17	19.0	
29	Ponneri	Chennai	MAS-PON	ILA	ILA	49	24.0	
Guntakal-----Chennai (14 Nos ILA)								
30	Chennai	Ambattur	MAS-ABU	OADM	ILA	22	14.0	
31	Ambattur	Thiruvallur	ABU-TRL	OADM	ILA	31	16.0	
32	Arakonam	Thiruvallur	AJJ-TRL	ILA	ILA	31	21.9	
33	Arakonam	Puttur	PUT - AJJ	ILA	ILA	52	28.8	OEM can proposed ILA in between
34	Renigunta	Puttur	RU - PUT	ILA	ILA	39	26.5	
35	Renigunta	Koduru	KOU- RU	ILA	ILA	41	26.3	
36	RajamPet	Koduru	RJP- KOU	ILA	ILA	36	22.2	
37	RajamPet	Kadapa	HX-RJP	ILA	ILA	55	26.3	
38	Kadapa	Yerraguntla	YA-HX	ILA	ILA	45	17.3	
39	Tadipatri	Yerraguntla	TU-YA	ILA	ILA	78	31.7	OEM can proposed ILA in between
40	Tadipatri	Gooty Google	GY-TU	ILA	ILA	56.4	28.4	OEM can proposed ILA in between
41	Guntakal	Gooty	GTL-GY	OADM	ILA	31	23.9	

Annexure-II



Annexure-III

- 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.]"

(END OF TENDER DOCUMENT)

