



## रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

पूर्वी क्षेत्र, 19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट संख्या: 34/1,  
ब्लॉक- जी एन, सेक्टर- V, साल्ट लेक सिटी, बिधाननगर, कोलकाता-700091

### RailTel Corporation of India Limited

(A Govt. of India Undertaking)

Eastern Region, 19<sup>th</sup> Floor, Aurora Waterfront Building, Plot No. 34/1,  
Block- GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091

**“डुअल बैंड ऑप्टिकल नेटवर्क टर्मिनल (ONT) की आपूर्ति के लिए दर  
अनुबंध में प्रवेश करने हेतु OEM/विक्रेता का चयन”**

के लिए

इलेक्ट्रॉनिक निविदा दस्तावेज़

#### ELECTRONIC TENDER DOCUMENT FOR

**“Selection of OEM/ Vendor for entering into Rate Contract for the Supply of Dual  
Band Optical Network Terminal (ONT)”**

खुली-E-निविदा संख्या (OPEN E- TENDER No.): RailTel/Tender/OT/ER/HQ/2025-  
26/1564, Dated 11.08.2025

**खोलने की नियत तिथि (Due date for opening): 01.09.2025**

**निविदा दस्तावेज़ की लागत (Cost of Tender Document): Rs. 1770/- (Incl. GST)**



## रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

**RailTel Corporation of India Limited**

19<sup>th</sup> Floor Aurora Waterfront Building, Plot No.34/1,  
Block-GN, Sector V, Salt Lake City, Kolkata – 700091.

Phone : 033 44041499

ई-निविदा सूचना सं. (E-Tender Notice No.) RailTel/Tender/OT/ER/HQ/2025-26/1564, Dt. 11.08.2025

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल), पूर्वी क्षेत्र "ड्यूल बैंड ऑप्टिकल नेटवर्क टर्मिनल (ONT) की आपूर्ति के लिए दर अनुबंध में प्रवेश करने हेतु ओईएम/विक्रेता के चयन" हेतु दो पैकेट (भाग I - क्रेडेंशियल/ तकनीकी वाणिज्यिक बोली और भाग II - मूल्य बोली) प्रणाली के माध्यम से ई-बोलियां आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel), Eastern Region, invites E-bids in Two Packet (Part I – Credential/ Techno commercial Bid and Part II - Price Bid) System for “Selection of OEM/ Vendor for entering into Rate Contract for the Supply of Dual Band Optical Network Terminal”.

विवरण नीचे दिया गया है:

The details are furnished below:

a)	निविदा दस्तावेज डाउनलोड करने की आरंभिक तिथि Starting date of Tender Document downloading	11.08.2025
b)	ई-बोलियां जमा करने की अंतिम तिथि Last Date of Submission of e-bids	01.09.2025 up to 14:00 hrs. (Online)
c)	ई-बोलियां खोलने की तिथि और समय Date & Time of Opening of e-bids	01.09.2025 at 14:30 hrs.
d)	निविदा की अनुमानित लागत (जीएसटी सहित) Approximate cost of Tender (Incl. GST)	Rs. 1,88,80,000.00 (Rs. One Crore Eighty Eight Lakh Eighty thousand only)
e)	बयाना राशि जमा (ईएमडी) Earnest Money Deposit (EMD)	Rs. 3,78,000.00 (Rs. Three Lakh Seventy Eight Thousand only)
f)	निविदा दस्तावेज की लागत (जीएसटी सहित) Cost of Tender Document (Incl. GST)	Rs. 1770.00 (Rs. One Thousand Seven Hundred Seventy only)
g)	प्रश्न प्रस्तुत करने की अंतिम तिथि Last date for submission of queries	18.08.2025 up to 17:00 Hrs.
h)	TReDS सुविधा उपलब्ध है? TReDS feature available?	Yes, on m1xchange portal (url: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a> )
i)	अनुबंध की वैधता Validity of Contract	Two years from the date of acceptance of offer

पात्र एमएसई/स्टार्टअप फर्म को केवल निविदा दस्तावेज की लागत और ईएमडी जमा करना से छूट दी गई है। कोई अन्य छूट नहीं दी जाएगी, अधिक विवरण संबंधित खंड में दिया गया है।

Eligible MSE/Startup firms are exempted from submission of cost of Tender Document and EMD only. No other exemption will be given; more details are given in the respective clause.

नोट: निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इसे <https://www.railtel.in> या ई-निविदा पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली प्रस्तुत करने के लिए, बोलीदाता को ई-निविदा पोर्टल से निविदा दस्तावेज की आधिकारिक ऑनलाइन प्रति अनिवार्य रूप से डाउनलोड करनी होगी।

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Nivida portal <https://railtel.enivida.com> (e-Nivida). For online bid submission the bidder will have to necessarily download an official online copy of the tender document from e-Nivida portal.

इस निविदा से संबंधित सभी भविष्य की जानकारी जैसे शुद्धिपत्र/परिशिष्ट/संशोधन आदि केवल ई-निविदा पोर्टल पर ही पोस्ट किए जाएंगे। रेलटेल कार्यालय से निविदा दस्तावेज की मुद्रित प्रति नहीं बेची जाएगी।

All future Information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office.

बोलीदाता बोली की तैयारी, जमा करना/बोली में भागीदारी से जुड़ी सभी लागतें वहन करेगा। बोली प्रक्रिया के संचालन या परिणाम की परवाह किए बिना, क्रेता किसी भी तरह से इन लागतों के लिए ज़िम्मेदार या उत्तरदायी नहीं होगा।

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

**संयुक्त महाप्रबंधक/रेलवायर/पूर्वी क्षेत्र**  
**Jt. General Manager/RailWire/Eastern Region**

**INDEX**

<b><u>SECTION 'I' (Variable)</u></b>		
<b>Chapter</b>	<b>Contents</b>	<b>Page No.</b>
Chapter 1	Schedule of Requirement (Price Schedule)	5 - 7
Chapter 2	Bid Data Sheet (BDS)	8
Chapter 2-A	E- Tendering instructions to bidders	9 - 13
Chapter 3	Special Tender Conditions	14 - 29
Chapter 4	Technical Specifications.	30 - 35
<b><u>SECTION 'II' (Fixed)</u></b>		
Chapter 5	Offer Letter	36
Chapter 6	Instructions to Tenderer	37 – 45
Chapter 7	General Tender Conditions	46 - 50
Chapter 8	Standard Conditions of Contract	51 – 73
Chapter 9	Form No. 1: Performa for Performance Bank Guarantee	74 - 75
	Form No. 2: Performa for Affidavit to be submitted by tenderer	76 – 77
	Form No. 3: Performa for Manufacturer Authorisation Form	78
	Form No. 4: Performa for the Long term Maintenance Support – Not Applicable	79
	Form No. 5: Undertaking from OEM	80-81
	Form No. 6: Format for Power of Attorney	82
	Form No. 7: Performa for Nil Deviation	83
	Form No. 8: Performa for System Performance Guarantee	84
	Form No. 9: Performa for Integrity Pact – Not Applicable	85
	Form No. 10: Format for Bid Security Declaration	86
Chapter 10	Check List	87 - 89

**(This tender document consists of 89 pages)**

**Section-I****Chapter- 1****Schedule of Requirements**

SO R No.	Item Description	Unit	Qty.	Cost of Supply Items		Cost of AMC		Total Cost (Supply + AMC) with taxes (in Rs.)
				Unit Price with tax (in Rs.)	Total Price with tax (in Rs.)	Unit Price for 1 Year with Tax (In Rs.)	Total Price for 5 Years with Tax (In Rs.)	
			(a)	(b)	(c = a*b)	(d)	(e =a*d*5)	(f =c + e)
Router								
1	Dual Band Optical Network Terminal	Nos.	10000					
Total Cost of schedule of Supply (SOR- 1 )								

<b><u>Note:</u></b>	
1.	APO/BPA will be issued initially, and Sub-PO may be issued depending upon the business requirement of RailTel.
2.	Unit rate quoted against SOR above should be CIP destination inclusive of all duties, taxes, insurance and freight etc.
3.	Tenderer to give the detailed Bill of Material including break up of total unit cost.
4.	Rate variation shall be admissible in proportion to any reduction in the listed price of the selected model during the validity of the contract. Furthermore, the purchaser reserves the right to negotiate the rates with the successful bidder after placement of order for a substantial quantity, in the interest of cost optimization and fairness.

**Annexure-A: SOR-A**

**Price Schedule for Supply Items**

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

**Information to Bidder for Compliance:**

1. 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 of this Chapter). The materials as per SOR are required to be delivered at site and it shall be the responsibility of Tenderer to transport the equipment to site.
2. All items should be quoted as per technical specifications defined in Chapter- 4.
3. 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.
4. The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.
5. OEM or Authorized distributor/Partner of OEM should have a registered office in India to provide sales and 24x7 support in India. The certificate of incorporation to this effect should be submitted.
6. Equipment offered shall have complete data sheets and detailed description on OEM web sites.
7. Bidder shall submit the detailed BOM of the equipment's offered duly verified and certified by the respective OEM. The detailed BOM shall indicate quantities of various modules/sub modules/cards/Licenses required for each equipment.
8. Tenderer should provide the details of all possible supported interfaces/ modules/ cards/ Licenses etc. for the offered equipment which may be required for the network, if any at later stage, will be provided by vendor to RailTel free of cost.
9. Not used
10. Not used
11. 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.
12. **The tenderer shall make available the offered products during technical evaluation for testing and benchmarking to RailTel at any testing facility approved by RailTel. Tenderer shall provide all the required equipment and accessories for above testing at testing facility. Tenderer shall bear all the cost of above testing. RailTel shall provide only rack space and power supply. Decision of RailTel shall be final and binding in this regard.**
13. Bidder/OEM should provide professional training and professional OEM support services for integration of equipment with existing Network.

\*\*\*\*\*

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

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

<b>Reference</b>	<b>Description</b>
<b>Tender Notice</b>	<b>Name of work:</b> “Selection of OEM/ Vendor for entering into Rate Contract for the Supply of Dual Band Optical Network Terminal (ONT)”.
<b>Clause 6.16, Chpater-6</b>	<b>Validity of offer</b> 60 days.
<b>Clause 8.28 Chapter- 8</b>	<b>Warranty</b> 03 (three) Year from date of Supply.
<b>Clause 3.2, Chapter- 3</b>	<b>Delivery Period</b> 60 Days from each PO/Sub PO
<b>Clause 7.2, Chapter- 7</b>	<b>Purchaser’s Right to Vary Quantities (Option Quantity Clause):</b> The total variation under Rate Contract: +25% of ordered quantity.  Rate variation shall be admissible in proportion to any reduction in the listed price of the selected model during the validity of the contract. Furthermore, the purchaser reserves the right to negotiate the rates with the successful bidder after placement of order for a substantial quantity, in the interest of cost optimization and fairness.
<b>Clause 6.4, Chapter- 6</b>	<b>Earnest Money Deposit (EMD)/ Bid Security:</b> Rs. 3,78,000/- through e-Nivida Portal
<b>Clause 3.12, Chapter- 3</b>	<b>Clarification Requests</b>  <b>Last date of Submission of Clarification</b> Date: 18.08.2025
<b>Tender Notice</b>	<b>Last Date of Submission of Offer</b>  Date: 01.09.2025 Time: 14:00 hours
<b>Tender Notice</b>	<b>Date of Opening of Tender (Online)</b>  Date: 01.09.2025 Time: 14:30 hours  <b>Venue:</b> RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block- GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091

\*\*\*\*\*



## **Chapter - 2-A**

### **E-tendering Instructions to Bidders**

#### **1. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

- i. Following are the instruction for online bid submission as per the term and conditions:  
The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Class 3 Digital Signature Certificates. 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. **Prepare their bids in accordance with the requirements and submitting their bids online on the e-tender Portal.**

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

#### **2. REGISTRATION:**

- i. Bidders are required to enroll on the e-Procurement Portal (URL: <https://railtel.enivida.com>) by clicking on the link “Online bidder Registration” on the e-tender Portal by paying requisite Registration fee as mentioned on the e-portal (Approx. Rs.2360/-) Per vendor/per year.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. 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 bidder.
- iv. 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.
- v. Only one 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.
- vi. 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.
- vii. **The scanned copies of all original documents should be uploaded in pdf format on portal <https://railtel.enivida.com>.**

- viii. After completion of registration payment, you need to send your acknowledgement copy on our help desk e-mail id [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account

### **3. SEARCHING FOR TENDER DOCUMENTS**

- i. There are various search options built in the RailTel Corporation of India Limited e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- ii. Once the bidders have selected the tenders they are interested, they can pay the processing fee as mentioned on the e-portal (Including GST) (NOT REFUNDABLE) by net-banking / Debit / Credit card. After that respective contractor/Vendor may download the required documents / tender schedules, Bid documents etc. Once you 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. PREPARATION OF BIDS:**

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- iii. 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 colored option which helps in reducing size of the scanned document.
- iv. 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, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
- v. 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.

### **5. SUBMISSION OF BIDS:**

- i. 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 any issues.
- ii. 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.

- iii. Bidder has to select the payment option as “Online Payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected.
- v. 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.
- vi. 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.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. 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.
- x. 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.

## **6. ASSISTANCE TO BIDDERS:**

- a. 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.

- b.** Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.

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

i. Helpdesk landline No: 011-49606060

ii. Mr. Amrendra (9355030628)

iii. Mr. Birendra Kumar (09205898228)

**c. RailTel Contact Details:**

Contact-I (for general Information)

Mr. Pooran Singh: Asstt. GM/Tender

Telephone 033-44004 9951

E-mail ID: pooransingh@railtelindia.com

RailTel Contact-II (for general Information)

Mr. Prakash Ratray: Jt. General Manager/RailWire

Telephone 033-44041499

E-mail ID prakash.ratray@railtelindia.com

**7. BID RELATED INFORMATION FOR THIS TENDER**

The entire bid-submission would be online on RailTel E-Nivida Portal.

Broad outline of submissions are as follows:

- i. Submission of Bid Security/ Earnest Money Deposit (EMD)
- ii. Submission of digitally signed copy of Tender Documents/Addenda
- iii. Two Packet
- iv. Online response to Terms & Conditions of Tender.
- v. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

**NOTE: Bidder must ensure that the bid must be successfully submitted online as per instructions of RailTel E-Nivida Portal.**

**8. ONLINE SUBMISSIONS:**

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

- a.** EMD submission as per details mentioned in tender notice.
- b.** Tender Cost submission as per details mentioned in tender notice.
- c.** Power of attorney to be submitted online in accordance with Clause-6.25 of Chapter 6.

- d. In case bidder happens to be an MSE bidder, the documentary evidence for same shall be submitted on line.

**9. SUBMISSION OF ELIGIBILITY CRITERIA RELATED DOCUMENTS:**

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

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

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

**10. INSTRUCTIONS FOR TENDER DOCUMENT TO THE BIDDERS:**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on RAILTEL E-NIVIDA Portal <https://railtel.enivida.com/>.

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

**11. SUBMISSION OF OFFERS AND FILLING OF TENDER:**

This e-tender should be duly submitted online using the e-Procurement Portal <https://railtel.enivida.com>. For detailed instructions please refer to RAILTEL E-NIVIDA Portal.

**12. ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:**

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

**13. E- REVERSE AUCTION:**

Not Applicable

**(End of Chapter- 2A)**

\* \* \* \* \*

**CHAPTER- 3****SPECIAL TENDER CONDITIONS**

**3.1** The Tenderer shall quote Total all Inclusive Rate clearly indicating the breakup of rates, applicable duties and taxes, etc. as detailed in the offer form only.

**3.2 Delivery Period:**

Material is required to be delivered by the supplier at the location/consignee within 60 days from the date of issue of each Sub-PO issued against Advance Purchase order.

**3.3 Eligibility Criteria:**

The Tenderer/bidder should be an Original Equipment Manufacturer (OEM) or authorized representative of OEM specifically authorized by OEM for bidding in this tender.

**3.3.1 Eligibility Criteria for Bidders:**

The Bidder participated in the tender may be a sole Bidder / OEM / JV / Consortium

S.N.	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
1.	Legal Entity	<p>The bidder should be a Company registered in India under the Companies Act (India) with their registered office in India should have been operating for the last three years.</p> <p>OR</p> <p>The bids from Consortium/ Joint Venture entity are also allowed.</p>	<p>Certificate of Incorporation / Registration</p> <p>or</p> <p>Memorandum of Association (MoA)</p> <p>In case of JV / Consortium Agreement for Consortium/ Joint Venture.</p>
2.	Financial Capability	<p><b>For General Bidders:</b> The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 150% of the advertised value of the tender.</p> <p><b>For Startups Bidders:*</b> (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry): The bidder should have minimum cumulative turnover from operation in the previous three financial years and the current financial year, at least 50% of the advertised value of the tender.</p>	<p>Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet. Submitted certificate should have valid Unique Document Identification Number (UDIN)</p>

S.N.	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
3.	Technical Capability	<p><b>For General Bidders:</b> The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>One similar work# each costing not less than the amount equal to 60% of advertised value of the tender, or Two similar works# each costing not less than the amount equal to 40% of advertised value of the tender, or Three similar works# each costing not less than the amount equal to 30% of advertised value of the tender.</p> <p><b>For Startups Bidders:*</b> (recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry): The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p>Single order of similar work# each costing not less than the amount equal to 35% of advertised value of the tender, or Two orders of similar work# each costing not less than the amount equal to 20% of advertised value of the tender, or Three orders of similar work# each costing not less than the amount equal to 15% of advertised value of the tender.</p>	<p>Completion certificates with Satisfactory working and value of the work completed from the User Organizations is required to be submitted.</p> <p>In case of substantially completed work, certificate from user for bidder share regarding total value of bidders share of work and value of completed work (minimum 80% of total value of bidders share of work) is required to be submitted.</p> <p>In case of composite work purchase orders, bidder shall submit CA certificate certifying the actual amount pertaining to similar work definition as mentioned in the clause.</p> <p>Purchase order copy in this regard may also be submitted.</p> <p>Past Experience details to be attached with Bid.</p> <p>(The set of document(s) submitted should clearly certify eligibility criteria and should be verifiable from the user/customer)</p>

S.N.	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		<p><b>Note:</b> Completion of work should fall in the above period. The bidder shall also furnish work completion/ substantial work completion certificate issued by customer/s for the Purchase Orders/ Work Orders. Substantial completion shall be 80% (value wise) or more works completed under the contract. For contracts under which bidder participated as a Joint Venture member or sub-contractor, only the bidder's share, by value, shall be considered to meet this requirement.</p> <p># Similar Work: Projects of Telecom Transmission Network / Data Network / Broadband Network in Government / PSUs / Telecom Service Providers network/ISP Network/ Public listed company^.</p> <p><b>Note:</b> ^ - Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	
4.	No Black Listing	The bidder (in case of consortium/JV, all members) including Sub contractors should not have been black-listed during past three years by Central Govt./State Govt./CPSU/any reputed	Self-Declaration by the Bidder on Company's letter head



S.N.	Basic Requirement	Eligibility Criteria Requirements	Supporting Document Required
		Telecom service provider in India or anywhere globally by Government for the supply of material / security reasons.	
5.	Bidder Type	The Bidder or their promoters having equity stake or operating partnership in bidder, should not be holding valid License for Telecom service provider/ ISP/ NLD, Services License of Government of India for Telecom Operation.	Undertaking to be submitted by the Bidder
6.	MAF	Bidder should have authorization specific to this tender from respective OEM as per Form no. 3 of Chapter- 9.	MAF as per Form no. 3 of Chapter- 9.
7.	Intellectual Property Rights of Hardware and Source Code of Software	The bidder shall ensure that the Intellectual Property Rights of Hardware and Source Code of Software supplied under this project must not reside in any Country that shares a Land Border with India.	Self-Declaration by the Bidder on Company's letter head.

Relaxations given in eligibility criteria for startups are indicative in nature and startup companies are required to submit their proposal for seeking relaxation in above mentioned eligibility criteria. Their proposal will be dealt on case to case basis only.

**Note:**

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

**Note:** The Lead bidder should meet the eligibility criteria. In their own interest the tenderers, who form such consortia, are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of Constituting partners.

### 3.3.2 Eligibility Criteria for OEM's (Duel band ONT) :

OEM's whose products are proposed to be used in this deployment should meet following criteria:

SN	Eligibility Criteria Requirements	Supporting Document Required
1.	<p>The Equipment offered by the OEM or equipment/software of the same series/family from the same OEM should have been satisfactorily working in Government/PSUs/Telecom Service Providers/ Public Listed Company for at least 12 months as on date of opening of tender, in India or Abroad.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange or any global stock exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p>	<p>Satisfactory Working certificate from End User clearly mentioning the make &amp; model number of the offered Hardware.</p> <p>An undertaking by the OEM has to be submitted in support, in case issued satisfactory working certificate is the immediate predecessor of same series/family of the offered Hardware.</p>
2.	<p>OEM should have supplied the equipment offered or equipment/software of the same series/family at least 35% of the tendered value during last preceding 3 financial years (i.e. current year and three previous financial years) as on opening date of bid to Government/PSUs /Telecom Service Providers / Public Listed Company in India or Abroad or 35% of their offered equipment cost by OEM against SOR.</p> <p>Work experience certificate issued by Public listed company having average annual turnover of Rs 500 Cr and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange <i>or any global stock exchange</i>, incorporated / registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</p> <p>Note: For Startups*(recognized by Department of Industrial policy and promotion, Ministry of Commerce and Industry) only 1/3 of value as mentioned above is required.</p>	<p>OEM should submit self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of purchaser Organization - Firm Name, Firm Address, Name of Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The self-certificate by OEM shall mention that the supplied equipments/software are of same series/family or its immediate predecessor.</p> <p>RailTel reserves the right to verify PO reference and amount supplied from Purchaser Organization. POs issued in the name of System Integrator are also acceptable.</p> <p>For required amount, multiple POs in favour of OEM's System Integrators are also acceptable.</p>
3.	<p>Undertaking by OEM on their respective letter Heads -</p>	<p>Self- Declaration by the OEMs on Company's letter head for Point- A,</p>

SN	Eligibility Criteria Requirements	Supporting Document Required
	<p>a) OEM should have proven facilities for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied. In case OEM is located outside India, it should have service facilities in India also (Point-A of form No. 5).</p> <p>b) OEM should not have been black-listed currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons (Point-B of form No. 5).</p> <p>c) Hardware and Software supplied by OEM should not have any malicious code (Point-C of form No. 5).</p> <p>d) The OEM shall ensure that Intellectual Property Rights of Hardware (including MAC address) and Source Code and of Software must not reside in any Country that shares a Land Border with India. Moreover, OEM must ensure that they are not getting 3rd party manufacturing from any Country that shares a Land Border with India. Note: OEM's from country that shares a Land Border with India are allowed to offer their products provided OEM's is registered with DPIIT as per Clause 3.21 of Chapter-3. (Point-D of form no. 5)</p>	B, C & D of Form no.5 of Chapter-9.
4.	The OEM should be registered on Trusted Telecom Portal (Authority: DOT notification No. 20-1263/2021-AS-I Dated:30.03.2021, <a href="https://trustedtelecom.gov.in">https://trustedtelecom.gov.in</a> ).	Self- Declaration by the OEMs on Company's letter head

**Note:** Bidder/OEM shall submit proper contact detail of all the users (Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for all the certificates asked in the Qualification Criteria. The bidder is required to submit complete chain of credentials, e.g. purchase order (prices blanked out), showing relevant value of the PO and satisfactory working/implementation certificate issued by the user/customer. Purchase orders without relevant organization's confirmation through a credential letter will not be considered as implementation certificate from the client.

### 3.4 Evaluation Criteria:

- i) The bidder shall quote the equipment prices as per the price format given in the chapter 1.
- ii) Not used.
- iii) The offers for Item will be determined on Total Unit Rate on CIP destination basis which will include basic rate, GST, freight, insurance and any other charge or cost quoted by the tenderer.
- iv) Offers from the tenderers not meeting the eligibility criteria will not be considered.

**In case of two Packet**

- i) The bidder has to submit the bid in two separate bids containing technical bid and price bid on e-procurement portal only.
- ii) The technical bids of all the bidders will be evaluated first based on the tender conditions/eligibility criteria and the financial bids will be opened only of the technically qualified bidders.

**3.5 Issue of Advance Purchase Order (APO)/ Blanket Purchase Agreement (BPA) and Sub-PO (SPO):**

- 3.5.1** Purchaser will issue advance purchase order to the successful bidder/s for the amount in total. Depending on the actual requirement at different locations across the country at different times, Eastern Region (as detailed in clause no. 7.10) will issue sub purchase order/s against this Advance P.O. The supplier will have to honor all the sub purchase orders issued within the initial currency (i.e. two years) of Advance P.O. and complete the supplies within the contracted delivery period.
- 3.5.2** This advance purchase order would be valid for two years from the date of issue with a provision of further extension of maximum for one year as per RailTel's sole discretion at the same terms and conditions. Bidder has to accept and extend the same without asking any price variation. It will be a binding on the bidder.
- 3.5.3** The issue of Advance purchase order in favor of the successful bidder/s shall constitute the intention of the purchaser to enter into contract with the bidder. The bidder shall have to furnish the acceptance along with performance bank guarantee as per clause 6.5 within 30 days of issue of Advance PO.

**3.6 Bill Passing & Paying Authority:**

Accounting unit/bill passing unit for the supplies under SOR is Jt. General Manager/RailWire of Eastern Region. Bills will be submitted to the Jt. General Manager/RailWire of Eastern Region for payment.

Bill Passing Authority will be JGM/RailWire & Bill paying authority will be Head of Finance)/Eastern Region.

**3.7 Training:**

**3.7.1** During execution of the supplies covered in the SOR in the field, the tenderer shall undertake to train RailTel engineers nominated by RailTel in different aspects of equipment designs, functioning, field installation, testing, commissioning, operation, maintenance and repair, covering both hardware and software. The training should be comprehensive for transfer of complete know-how so as to impart full knowledge and competence to independently and successfully execute the installation, operation, user related software changes, maintenance and repair of all equipment.

**3.7.2** The tenderer shall arrange formal class room training as per approved course structure for at each Territory of RailTel Eastern Region and shall also include hands on practical experience at the manufacturer's/bidder's premises. Set of Documents related to training to each of the trainees shall be provided. All expenses of Training shall be borne by the tenderer however expenses for travel to and from the place of training, boarding and lodging of the trainees shall be borne by RailTel.

**3.8 Long Term Maintenance Support/AMC:**  
Not Applicable

**3.9 SPLITTING OF QUANTITY:**  
Splitting in quantity will be done as per policy of Make in India and MSEs.

**3.9 Preference to Make in India:**

The provisions of the revised "Public Procurement (Preference to Make in India) Order 2017" dated 15.06.2017, dated 16.09.2020 and 19.07.2024 (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.

**3.9.1 Local Content:**

- 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 50% of the tendered quantity 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.

- 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 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.
- v) Self-certification of bidder as above shall be supported by the following certificate form 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 and 19.07.2024 (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.

### **3.10 For Micro and Small Enterprises (MSEs)/Startups:**

**3.10.1** Eligible MSEs/Startup Firms are exempted from submission of cost of tender document and Earnest Money Deposit (EMD). However, MSEs/Startups are required to meet the eligibility criteria as specified in tender clause 3.3.1 and 3.3.2 above as the case may be.

For MSEs/Startups registered with Udyam/NSIC under single point registration scheme or with MSME/DPIIT Deptt. and participating in this tender, following exemptions shall be available:

- (i) They shall be exempted from cost of tender documents.
- (ii) They shall also be exempted from depositing EMD.

These exemptions shall be applicable provided units are registered with Udyam/NSIC/DPIIT for tendered item and registration is current and valid. Firms, claiming these exemptions, are required to submit alongwith their offer, a copy of their current & valid Udyam/NSIC/Startup registration certificate for the tendered item/items and Bid Security Declaration as per Form No. 10; otherwise, their offer would not be considered.

As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021- E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as “TRADING” “[For availing benefits of Priority Sector Lending]” Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of cost of tender Document and EMD and their tender will be summarily rejected.

- 3.10.2** MSEs who are interested in availing themselves of above benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME.
- 3.10.3** The MSEs should submit valid Udyam certificate (UAM No.) along with the Bid. Failing 3.10.1 and 3.10.2 above, such offers will not be liable for consideration of benefits detailed in the notification of Government of India.
- 3.10.4** “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.
- 3.10.5** MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by

any name shall be borne by MSE Vendor.

**3.10.6** 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.

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

**3.11 Updation of Labour data on Railway's shramik kalyan 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:

- (i) Contractor shall apply for one-time registration of his company/firm etc. in the Shramik kalyan 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.
- (ii) 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.
- (iii) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA)/Contract Agreements on shramik kalyan 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.
- (iv) 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 shramik kalyan portal on monthly basis.
- (v) 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, 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 Shramik kalyan portal at



‘www.shramikkalyan.indianrailways.gov.in’ till \_\_\_\_\_ Month,  
 \_\_\_\_\_ Year.”

### 3.12 Clarification Requests:

It is solicited that the written queries/ clarifications may be sent to the RailTel’s office latest by date as indicated in the Bid Data sheet (BDS) through e-mail to pooransingh@railtelindia.com & prakash.ratray@railtelindia.com (in word format) & hard copy by post. All relevant clarifications sought will be addressed during the pre-bid meeting scheduled as per BDS. The clarification should be submitted in the below given format:

SN	Page No	Tender Clause No.	Tender Clause	Bidders Query	Justification/ Reason
1					

### 3.13 Payment Terms:

Payment will be done after submission of the following documents:

- i. Invoice.
- ii. Delivery Challan
- iii. E-way bill
- iv. Contractor’s certificate of dispatch
- v. Undertaking against Fall Clause
- vi. Inspection Certificate
- vii. Consignee’s receipt
- viii. Warranty guarantee certificate of OEM (should be mentioned item make, model with serial number and date of purchase of warranty from OEM and its validity which will cover entire period of warranty as per tender condition).
- viii. Performance Bank Guarantee

#### **In case of “Supply Only”**

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

### 3.14 Limitation of Liability:

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

- a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

- b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Purchaser with respect to intellectual property rights infringement.

**3.15 Tax variation:**

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

**3.16 Care in submission of tender:**

**3.16.1** Tenderers will examine the various provisions of The Central Goods and Service Tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017(IGST)/ Union Territory Goods and Service Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

**3.16.2** The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to RailTel immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

**3.16.3** In case successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, RailTel shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

**3.16.4** Billing will be done at ship to location.

**3.17 Replacement Services:**

**If the contractor fails to replace the faulty equipment Within a week, the following penalties will be imposed:**

Equipment	Duration of repair	Deduction/Penalties
Duel Ban ONT	More than one week and up to two weeks (from the date of receipt)	10% of the cost of affected part/module
	More than two weeks and up to three weeks (from the date of receipt)	25% of the cost of affected part/module
	More than three weeks and up to four weeks (from the date of receipt)	75% of the cost of affected part/module

	More than four weeks (from the date of receipt)	Full cost of affected part/module. RailTel may terminate the contract in this case.
--	---	---

### 3.18 Credential Verification:

**3.18.1** The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

**3.18.2** The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is available in Chapter- 9 of this tender document (Form No. 02). Non-submission of an affidavit by the bidder shall result in summarily rejection of his/their bid and it shall be mandatory incumbents upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualification Criteria mentioned in the tender document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

- a. The RailTel reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the RailTel, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the RailTel shall not relieve the bidder of its obligations or liabilities here under nor will it affect any rights of the RailTel thereunder.
- b. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Earnest Money Deposit (EMD) and Performance Guarantee (PG) of contract forfeited and agency barred for doing business on entire RailTel for 5 (five) years.

### 3.19 NIL Deviation Compliance:

Bidder is required to submit the “NIL Deviation compliance undertaking” for all the terms and conditions of tender including all corrigenda with the offer as per proforma given in Form no. 07 (Chapter- 9).

### 3.20 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 point D of Form No. 05 of Chapter- 09 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.

### **3.21 Security Considerations & Security Agreement**

**3.21.1** While evaluating the tender, regards would be paid to National Defence and Security considerations.

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

**3.21.3** Not used

### **3.22 RailTel reserves the right: -**

**3.22.1** To verify, if so desired, the correctness of documentary evidence furnished by the tenderer.

**3.22.2** To verify the successful operation and performance of qualifying projects and tenderer shall arrange permission for the same.

**3.22.3** To carry out capability assessment of the bidder(s) including referral to in-house information.

**3.22.4** RailTel shall not be responsible for any delay in the receipt of tenders and reserves the right to accept/reject any or all tenders without assigning any reason.

**3.22.5** If offered product is found unsuitable as per terms and conditions of contract during currency of contract, bidder can change the product make/model with the approval of competent authority in RailTel without any additional cost.

### **3.23 System Performance Guarantee:**

**3.24.1** The Bidder shall give unqualified and unconditional guarantee that when the equipment/material supplied at store/ site, it shall achieve the desired objective and that in the event of performance of the system when the end objective or with the specifications, he shall further strengthen the system to realize the end objectives with full compliance of the specifications contained in these documents and inform RailTel. No additional payment will be made to the

contractor for the supply of any additional goods and services required in this regard.

**3.24.2** This certificate shall be submitted by bidder on non-judicial stamp in the Performa given in Form No.-08 of Chapter- 9, shall accompany the final offer.

**3.24.3** Scan copy of Form No.-08 on non-judicial stamp is to be submitted online and original copy is to be submitted offline on or before 3 working days after the opening of tender. The absence of Form No.-08 which will form part of the agreement and may liable to be rejected.

**3.24 Integrity Pact Program:**

Not Applicable

\*\*\*\*\*

## **CHAPTER-4**

### **TECHNICAL REQUIREMENTS & SPECIFICATIONS**

#### **1. All Equipment should be:**

- (i) With 03 (three) year warranty.
- (ii) Equipped with necessary hardware/software to comply with all the above required / support features.
- (iii) Back-to-Back warranty with respective OEMs for both Hardware and software. The certificates/ Undertaking for the same will have to be submitted along with bid from respective OEM.
- (iv) UL/CE/FCC Certificate. These certificates are not required for PMA however, they have to produce certificate from standard lab approved/ authorized by Govt. of India that their product are equivalent to UL/CE/FCC and meets all standard and specification of UL/CE/FCC.
- (v) 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.
- (vi) OEM vetted bill of material (BOM), and bidder vetted technical compliance should be as per clause-5 should be submitted by the bidder.
- (vii) The offered products should be registered on Trusted Telecom Portal (Authority: DOT notification No. 20-1263/2021-AS-I Dated:30.03.2021, <https://trustedtelecom.gov.in>) and should have MTCTE (Mandatory Testing and Certification of Telecom Equipments) certificate at the time of delivery. (Authority: DOT circular No. 5-2/2021-TC/TEC/112 dated 31.01.2022, <https://www.mtcte.tec.gov.in>).
- (viii) If any brand / products are found un-suitable as per requirement of Tender, Bidder can replace the product with better products during contract period with the approval of competent authority in RailTel, meeting the tender requirements, without any change in commercial bid.
- (ix) Bidder should propose a single unified system/Controller for fault management for all the active components.
- (x) 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.

## **2. TECHNICAL REQUIREMENTS & SPECIFICATIONS:**

### **1. Operating Requirements**

- 1.0 Proposed ONT should be wall or table mountable.
- 1.1 ONT casing should be firm and solid. It should not be easily breakable.
- 1.2 Proposed ONT should comply with operating temperatures 0 to 50 °C.
- 1.3 Operating Humidity 10% to 93% non-condensing.
- 1.4 Proposed ONT should comply with power requirements of Input 100-240VAC, 50/60Hz.
- 1.5 ONT should comply with a storage temperature of 0 to 50 °C.
- 1.6 ONT should support ideal power consumptions of <20W.
- 1.7 ONT should support safety and electronic magnetic interface (EMI) i.e. protection of over voltage/current.
- 1.8 The device Serial No., manufacturing month & year & MAC Id (alphanumeric as well as barcode representation) shall be available on the back side of ONT.
- 1.9 ONT should have one RESET button placed in a suitable recess for making ONT settings to factory default. The switch shall perform its intended operation when it is kept pressed for 6-10 seconds.
- 1.10 ONT memory should be at least 256 MB.

### **2 XPON Uplink Requirement**

- 2.0 ONT should have one XPON (EPON PX20+ and GPON Class B+ compatible) port for uplink connectivity.
- 2.1 ONT PON port should be auto adaptive to GPON and EPON network. It should detect and exchange PON mode automatically.
- 2.2 ONT should support plug and play, auto-detecting, auto-configuration, auto firmware-upgrade, etc.
- 2.3 ONT should support wavelength: 1490 nm downstream, 1310 nm upstream.
- 2.4 ONT should comply with single mode fiber (ITU-T G.652 / G.657).
- 2.5 ONT should comply with all GPON standards defined in ITU-T G984.1, G984.2, G984.3, G984.4 and G.984.5 including all amendments.
- 2.6 PON port transmitted optical power should be in the range of 2 to 5 dBm.
- 2.7 PON port received optical power ranges from -27 dBm (receiver sensitivity) to -8 dBm (overload optical power).
- 2.8 PON port should be of Small-Form-Factor (SFF) type laser with SC-APC connector.
- 2.9 ONT should support GPON Encapsulation Method (GEM) mode support for

IP/Ethernet service traffic support.

### **3 Ethernet Interfaces**

- 3.0 Proposed ONT should have at least two 10/100/1000 Mbps Ethernet interfaces with RJ-45 connector.
- 3.1 Ethernet interfaces should support auto-negotiation of rates and duplex mode by default.
- 3.2 Ethernet interfaces should support configuration of rates and duplex modes (Full/Half) settings.
- 3.3 Ethernet port should allow auto-negotiation or manual configuration with medium dependent interface/medium dependent interface crossover (MDI/MDIX).

### **4 Data Services**

- 4.0 ONT should support IEEE 802.1Q, double tagging (Q-in-Q), VLAN translation.
- 4.1 ONT should support multiple VLAN (min 8).
- 4.2 ONT should support bridge, router, and bridge/router mixed mode.
- 4.3 ONT should support up to 512 mac addresses.
- 4.4 Ethernet port should support VLAN tagging/detagging per Ethernet port and marking/remarking of IEEE 802.1p.
- 4.5 ONT should support IP type of service/differentiated services code point (ToS/DSCP) to IEEE 802.1p mapping for untagged frames.
- 4.6 ONT should support untagged frames for ethernet ports.
- 4.7 ONT should support different class of Service (CoS) based on VLAN-ID, IEEE 802.1p bit.
- 4.8 ONT should detect duplicate MAC on a particular Data port.
- 4.9 ONT should support QOS interface of Strict priority should be supported for 4 or 8 queues.
- 4.10 ONT should support QOS interface of Weighted Round Robin (WRR) Queue should be supported for 4 or 8 queues.
- 4.11 ONT ethernet ports should be comply with IEEE 802.3u, 802.3ab, 802.3i.
- 4.12 ONT should support TOS, COS, DSCP priority and traffic classification.
- 4.13 ONT should support IGMP v1/v2/v3 snooping/proxy and MLD v1/v2 snooping/proxy.
- 4.14 ONT should support integrated port monitoring, port mirroring, port rate limiting.

### **5 Residential Gateway**

- 5.0 IPv4, IPv6 and IPv4/IPv6 Dual-Stack should be supported.
- 5.1 ONT should support Point-to-Point Protocol over Ethernet (PPPoE) client and DHCP



client functionality (DHCPv4 and DHCPv6) on WAN port.

- 5.2 ONT should support static IP (IPv4/IPv6) configuration on WAN Port.
- 5.3 ONT should support NAT/NAPT, firewall, DMZ, ALG.
- 5.4 ONT should also support DHCP Server (DHCPv4 and DHCPv6) for allocating IPs to residential clients. ONT should also support Radvd for IPv6 implementation.
- 5.5 ONT should support static route functionality.
- 5.6 ONT should support DNS, DNS proxy, and Dynamic DNS.
- 5.7 ONT should support port forwarding.
- 5.8 ONT should support MAC address, IP address and URL filtering.
- 5.9 ONT should support L2-L4 packet filtering based on source MAC address, destination MAC address, source IP address, destination IP address, port, protocol, VLAN.
- 5.10 ONT should allow diagnostic tools such as ping, traceroute, counters, etc.
- 5.11 ONT should have a facility for Denial-of-service attack prevention. ONT should also support broadcast and loop protection, SYN flooding and Ping of Death.
- 5.12 ONT should support virtual private network (VPN) pass-through for Point-to- Point Tunnelling Protocol (PPTP), Layer 2 Tunnelling Protocols (L2TP) and IPsec.
- 5.13 ONT should support full triple play services, including voice, video and data.

## **6 Wireless Capability**

ONT should support Wi-Fi Standard of IEEE 802.11 a/b/g/n/ac (256 QAM support). ONT should support simultaneous dual band (2.4GHz and 5GHz).

- 6.0 ONT should support WEP/WPA-PSK(TKIP)/WPA2-PSK(AES).
- 6.1 ONT should support 64-bit/128-bit/256-bit Wired Equivalent Privacy (WEP) support.
- 6.2 ONT should support dynamic WEP key.
- 6.3 Support of Multiple SSIDs & provision of WPS button functionality.
- 6.4 ONT should have a feature of hiding Broadcast SSID.
- 6.5 ONT should support Wireless Multimedia (WMM) feature.
- 6.6 ONT should have a facility for auto wireless channel selection.
- 6.7 ONT should have 4 fixed external MU-MIMO-enabled high-performance 2T2R antennas to cover large areas with antenna gain of 5dBi and rate up to 1200 Mbps.
- 6.8 ONT should support bandwidth management capabilities.
- 6.9 ONT should support band steering (for 2.4GHz and 5GHz).
- 6.10 ONT support upto 128 wireless clients.
- 6.11 ONT should support per-subscriber Rate Limiting / Traffic Shaping.
- 6.12 ONT should support output power EIRP at antenna port. EIRP should be 29 dBm for 2.4 GHz & 33 dBm for 5 GHz.
- 6.13 ONT should support access Control.

- 6.14 ONT should support 802.1X based authentication.
- 6.15 ONT should support channel bandwidth configuration for 20MHz/40MHz/80 MHz.
- 6.16 ONT should support Implicit/Explicit Beamforming for 2.4 & 5GHz bands.
- 6.17 ONT should support proportionate fair scheduling of the traffic for the Wi-Fi clients in a mix of 802.11a/b/g/n/ac devices connected concurrently to the device.
- 6.18 ONT should support auto mode for Client re-connection (when already latched client comes within WIFI range again)
- 6.19 ONT should support Priority and rate-controlled scheduling.

## **7 LEDs**

- 7.1 Proposed ONT should have the provision of different LED notification for Power, PON, LOS, LAN1, LAN2, Internet, WLAN-2.4G, WLAN-5G.

## **8 ONT Management**

- 8.0 ONT should comply with ITU-T G.988 appendix 1 and appendix 2 ONT management Control interface (OMCI) and OAM.
- 8.1 The firmware of the ONT should allow interoperability and should not block OLT of other OEMs.
- 8.2 ONT should have a feature of parental control and should comply policies issued by DOT in this regard.
- 8.3 ONT should allow remote software firmware image upgrade.
- 8.4 ONT should allow storage of two firmware images with software integrity check and possible rollback.
- 8.5 ONT should support WEB, TELNET and SNMP protocol for management.
- 8.6 ONT should support diagnostic parameters such as TX power, RX power, temperature Supply voltage etc.
- 8.7 ONT should support of RSSI for remote trouble shooting.
- 8.8 ONT should support dying gasp.
- 8.9 ONT should support TR069 and standard TR -DM tree/Nodes.
- 8.10 ONT should support provisioning, diagnosis & performance monitoring for triple play services through TR069 & ONT should push the Network diagnostic information.
- 8.11 ONT should support customization of DM tree as per ACS solution deployed

in RailTel network.

- 8.12 ONT should have multiple privileged accounts for device management.

## **9 ONT Locking**

- 9.0 ONT should support locking based on PPPoE Service name.
- 9.1 ONT should support locking for PPPoE based on AC name.
- 9.2 ONT should support locking based on DNS IPs (IPv4 & IPv6) for PPP, DHCP and Static configuration.
- 9.3 ONT should support locking based on public IP pool for both IPv4 and IPv6.
- 9.4 ONT should support FW upgradation locking.

## **10. Regulatory Compliance**

- 10.0 Proposed ONT should comply with the following TEC GR with all amendments or latest TEC GRs recommendation for GPON and EPON technology.
- 10.0.1 TEC/GR/FA/PON-002/02/NOV-18 GPON Technology
- 10.1 The Proposed OEM and their quoted product should be approved from National Security Council Secretariat as Trusted source and Trusted Product respectively.
- 10.2 The Proposed OEM should have Mandatory MTCTE certifications required for quoted products.

## **11. General Conditions**

- 11.0 The OEM should be registered in India under companies act.
- 11.1 The OEM shall have ISO 9001 certification.
- 11.2 The OEM of the XPON ONT shall be ISO-9000 Series Certified
- 11.3 The OEM Should have own manufacturing facility in India with SW & R&D team.
- 11.4 The OEM should have registered office in India and should have been running its operation since last five years in India.
- 11.5 The OEM should ensure that the Intellectual Property Rights of the software should be in India only.
- 11.6 The OEM of XPON ONT should have his own service and support center.
- 11.7 The proposed solution should be locked in RailTel network and with RailTel screen print.

\*\*\*\*\*

**Section-II**

**Chapter 5**

**OFFER LETTER**

RailTel Corporation of India Ltd.  
19th Floor, Aurora Waterfront Building,  
Plot No. 34/1, Block GN, Sector-V,  
Salt Lake City, Bidhannagar,  
Kolkata-700091

Ref: Tender No. RailTel/Tender/OT/ER/HQ/20256-26/1564, Dated 11.08.2025

1. I/We \_\_\_\_\_ have read the various conditions detailed in tender documents
2. 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 60 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of “.....” within 60 days from the date of issue of Purchase Order. 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 RailTel.
3. A sum of Rs. 3,78,000/- through e-Nivida Portal herewith submitted as “Earnest Money”. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the Performance Guarantee within 30 days after issue of Letter of Acceptance / Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

- 1.
- 2.

**Chapter- 6**

**INSTRUCTIONS TO THE TENDERERS**

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

**PLEASE NOTE**

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

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

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEBSITE ‘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.

The Tender document consists of the following:-

Notice Inviting Tender

**Section ‘I’ (Variable)**

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

**Section ‘II’ (Fixed)**

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Proforma for Required Forms / Undertaking

Chapter 10 Check List

## **6.1 Offer Letter:**

- 6.1.1 The bidder shall complete the Offer Letter (Chapter-5) and the Price Schedule (Chapter-1) furnished in the bid document, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 6.1.2 Bidders should enclose their credentials including supply of equipment/material to Reputed Telecom Operators and Government/PSUs. (Proforma to be enclosed)

## **6.2 Instructions for Tender Document to the tenderer**

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on 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.

## **6.3 Submission of Offers and Filling of Tender:**

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

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

## **6.4 Earnest Money Deposit (EMD)/ Bid Security:**

- 6.4.1 The tenderer shall furnish a sum as given in Bid Data Sheet (BDS) Chapter 2 as Earnest Money through e-Nivida Portal.
- 6.4.2 The Bid Security/ EMD shall be taken from all tenderers against advertised tenders subject to the following exemptions:

- a. Tender cases of value up to Rs. 5 (five) Lakhs.
- b. Micro and Small Enterprises (MSEs) registered under Udyam Registration.
- c. Startups as recognized by Department of Promotion of Industry and Internal Trade (DPIIT).

- 6.4.3 In place of bid security (EMD), Bid Security Declaration shall be required from the bidders who are exempted from paying Bid Security. Format of Bid Security Declaration is enclosed in Form-10.
- 6.4.4 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance guarantee in accordance with clause 6.
- 6.4.5 Offers not accompanied with Earnest Money shall be summarily rejected.
- 6.4.6 Earnest Money of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than 30 days after the expiry of the period of offer / bid validity prescribed by the Purchaser.
- 6.4.7 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 6.
- 6.4.8 Earnest Money will bear no interest.

## **6.5 Performance Guarantee:**

The successful tenderer shall submit 10% of total value of the stores detailed in the LOA/ Purchase Order towards Performance Guarantee\* as per under mentioned clause (i) & (ii) in the form of online transfer or FDR/ irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC, within 30 days of issue of the Purchase Order/Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delayed period i.e. beyond 30 (thirty) days from the date of issue of PO/LOA, till the date PG is received.

\* Round off to nearest higher Rs. 1000/- (one thousand).

- i) Performance Guarantee of 2.5% of total value of the stores is required to be submitted within 30 days of issue of Rate Contract/APO/BPA. The PG should be valid for a period 3 months beyond warranty period from the date of issue of APO/BPA to cover Validity of Advance Purchase Order, delivery period and Warranty period.
- ii) Performance Guarantee of 7.5 % of Sub PO value of the stores is required to be submitted within 30 days of issue of Sub PO with validity of 3 months beyond warranty period.

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

**However, If the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated.**

**Note:**

- 1) **In case of Bank Guarantee:** The BG shall be initially valid up to stipulated completion of all contractual obligations including warranty obligations (if applicable) plus 90 days along with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period (if applicable) under the contract.
- 2) A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this, the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

**Details for online SFMS confirmation using the platform are as below:**

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 (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037.

- 3) Any performance guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only. The PG Amount of up to Rs. 5 Lakhs will not be accepted in any other form.

RailTel's Bank Account Details for submission of online PG amount are given as below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account

Account No.: 401601010519491

Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

- 4) In case of submission of Performance Guarantee in form of FDR (More than 5 Lakhs), then lien should be created in favor of "RailTel Corporation of India Ltd."



- 5) Wherever the contracts are rescinded, the Performance Guarantee shall be encashed and the balance work should be got done separately.

**6.6 No Interest on Earnest Money and Performance Security:**

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

**6.7 Fax Quotations & Late Tenders:**

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

**6.8 Deleted**

**6.9 Attendance of Representatives for Tender Opening:**

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

**6.10 Other Particulars to be enclosed along with tender:**

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

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

**6.11 Rate, Taxes and Duties: -**

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

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

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

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

**6.12 Excise Duty: Deleted**

**6.13 GST related clause:**

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

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

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

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

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

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

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

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

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

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

- 6.13.6** If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 6.13.7** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 6.13.8** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.13.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
- 6.13.10** In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.13.11** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 6.14 In case of imported equipment: -**  
Anti-Dumping duty if applicable on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.
- 6.15** The tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same as governed by extant rules of the Government of India.

6.16 **Validity:** Tenderers are to keep validity of their offer open for a minimum period as per bid data sheet. Offers with validity period of shorter duration would be taken as non-responsive and rejected.

6.17 **Evaluation Criteria:**

- i) Rates quoted by the Tenderers with discounts, if any, linked to quantity will not be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt/ Accountable etc., will also not be considered for determining inter-se position of the offers. However, RailTel may avail the discounts linked to quantity, early payment, early receipt/ Accountal etc. if otherwise, firm's offer is found to be acceptable.
- ii) Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable.

On reverse charge by RailTel, wherever applicable.

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

6.19 **Compliance & Deviation statements:**

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

6.20 **Tenderer's Comments:**

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

6.21 Deleted

6.22 **Tax deducted at Source:**

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

6.23 **Addenda / Corrigenda:**

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

**6.24 Ambiguity:**

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

**6.25 Bid submission & Opening (On Line only)**

6.25.1 EMD should be submitted through E-Nivida Portal. Bids without EMD will be summarily rejected.

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

1. Power of attorney in favour of the signatory duly authorizing the signatory on non-Judicial stamp paper. Original copy is needed to be submitted by tenderer on or before 3 working days after the opening of tender at RailTel Easter Regional Office, 19th Floor, Aurora Waterfront Building,, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091.
2. Complete Tender documents, digitally signed or duly signed & stamped as token of acceptance should be submitted online.
3. Compliance statement for acceptance of Technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).
4. Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
5. Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 6.10 Chapter 6.
6. OEM vetted BOM in compliance to conditions of Chapter-1 and technical specifications of Chapter-4. No deviation certificate from OEM.
7. System Performance Guarantee.
8. MAF/OEM Authorization.
9. Not used.
10. Notarized affidavit on a non-judicial stamp.
11. Bank details with canceled cheque.

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

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

\*\*\*\*\*

## Chapter 7

### 7.0 GENERAL TENDER CONDITIONS

#### 7.1 Acceptance of the Offers: -

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

#### 7.2. Purchaser's Right to Vary Quantities (Option Quantity Clause):

RailTel shall reserve the right, but without any obligation to do so, to increase the ordered quantity upto 25% of ordered quantity at any time at the same rate, till the final delivery date (including date of installation and commissioning, if any) of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

#### 7.3 Deleted.

#### 7.4 Payment Terms:

Payment will be done after submission of the following documents:

- i. Invoice.
- ii. Delivery Challan
- iii. E-Way Bill
- iii. Contractor's certificate of dispatch
- iv. Undertaking against Fall Clause
- v. Inspection Certificate
- vi. Consignee's receipt
- vii. Warranty guarantee certificate of OEM (should be mentioned item make, model with serial number and date of purchase of warranty from OEM and its validity which will cover entire period of warranty as per tender condition)
- viii. Performance Bank Guarantee

#### **In case of "Supply Only"**

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

#### **In case of "Supply and Installation"**

- a) 80% of the value of the part supply of Equipment on receipt by the consignee at site duly inspected and accompanied with above mentioned documents.

- b) Balance 20% of value of the part supply on successful installation & commissioning at site. Bidder has to install and commission the equipment within 30 days from the communication by RailTel EIC (Engineer in charge) in this regard. In case installation and commissioning is delayed due to any reason beyond the control of the Contractor then 20% payment can be released after submission of a bank Guarantee of equal amount valid for a period of one year.

## **7.5 Inspection:**

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

specifications. Duly filled in test formats indicating the results of such tests shall be submitted along with material offered for inspection to RailTel.

**7.6 Terms of Delivery:**

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

**7.7 Delivery Schedule**

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

**7.8 Marking of Material Supplied:**

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

**7.9 Procurement from Manufacturers Authorized agents / Distributors:**

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

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

- a) Direct dispatch from the premises of the manufacturer to the consignee.



b) Submission of manufacturer's Test and Guarantee Certificate (MTGC) with each lot of supplies.

**7.10 RailTel Region's details:**

Easter Region is headed by Principal Executive Director (PED) under whom, Additional General Manager / Jt. General Manager/ Sr. Deputy General Managers (Referred as Sr. DGM's) are working. Details of regions are given below.

SN	Region	Regional offices	Addresses	States
1.	Eastern Region	Kolkata.	Principal Executive Director . 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block - GN, Sector - V, Salt Lake City, Kolkata -700091.	West Bengal, Orissa, Bihar, Madhya Pradesh, Chhattisgarh, Jharkhand, Assam, Tripura, Meghalaya, Manipur, Mizoram, Arunachal, Nagaland.

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

The details of the locations where the material to be delivered are given below (Tentative):

Sl. No.	Location of Delivery	Name & Address of Consignee	Total No. of quantity to be delivered
1	BHUBNESHWAR	Sh. P K CHAND (TM-BBS) RailTel Corporation of India Limited, 1st Floor, Annex Building, B- Block, Rail Vihar, Chandrashekharapur, Bhubaneswar, Khordha, Odisha, 751023. PH 9777444100	As per Requirement
2	KOLKATA	Sh. Surajit Roy AGM/Tech/Store. RailTel Corporation of India Limited, C/o. Central Warehousing Corporation, Kishori Mohan Banarjee Avenue, Panihati, Dhankal, Kolkata:700114. Contact: 9007044137	As per Requirement
3	RANCHI	Sh. Ashish Soni JGM TM/RNC RailTel Corporation of India Ltd. Opposite Ranchi Railway Station Chutia Ranchi Jharkhand 834001 Ph 9752597522	As per Requirement

4	PATNA	Sh. ARBIND KUMAR(TM-PNBE) RailTel Corporation of India Ltd 2nd Floor, Telecom Hub, Karbigahiya end of Patna Junction Near RRI Building, Patna Bihar-800001 Ph: 9777444111	As per Requirement
5	GUWAHATI	Sh. AMITABH DAM (TM-GHY) RailTel Corporation of India Limited 3rd & 4th floor Ramanand Tower Federal Bank Building Opposite Hotel Nandan Paltan bazar 781008 Guwahati (Assam) Mobile No: 8730007292	As per Requirement
6	IMPHAL	Sh. T. GHAANASHYAM SINGH RailTel Corporation of India L. UripoK Achom Leikai Near Sakhi Devi School, Imphal West, Imphal - 795001, Manipur	As per Requirement

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

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

**7.14 Issue of Confirmed Supply Orders:**

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

**7.15 Force Majeure Clause:**

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

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

\*\*\*\*\*

**Chapter 8**

**STANDARD CONDITIONS OF CONTRACT**

8.0 Definitions and Interpretation.

8.0.1 In the Contract, unless the context otherwise requires;

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

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

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

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

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

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

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

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

8.0.10. "Material" means anything used in the manufacture or fabrication of the stores

**8.0.11. "Particulars" include-**

(a)"Specifications" shall mean all directions, various technical specifications, provisions and requirements attached to the contract, as originally agreed and as modified from time to time by RailTel subject to price adjustments mutatis mutandis which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be

amplified or modified by RailTel-incharge during the performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda / corrigenda of relevant Bureau of Indian standard specifications and other relevant codes governing a particular activity or facility. The term shall include the specifications specified in the contract in respect of each type of material/goods to be used in the execution of contract.

**(b) Drawings**

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

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

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

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

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

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

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

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

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

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

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

- 8.0.18. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;
- 8.0.19. "Unit" and "Quantity" means the unit and quantity specified in the contract;
- 8.0.20. "Engineer / Engineer-in-Charge" Shall mean an executive of RailTel in charge of works and shall include the superior executives of RailTel. He is responsible for ensuring that all fieldworks covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to. "Engineer's Representative" Shall mean the supervisor of RailTel in direct charge of the works.
- 8.0.21. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to
- (a) The consignee at his premises; or
  - (b) Where so provided the interim consignee at his premises, or
  - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
  - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 8.0.22. "RailTel" Means M/s. RailTel Corporation of India Limited, which includes all the subordinate offices in Regions and territories.
- 8.0.23. Deleted
- 8.0.24. "Tenderer" or "Bidder" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submits the Tender which has been invited.
- 8.0.25. "Work or Works" Means all or any of the items of the work for which the Tenderer/ Contractor has Tendered/contracted according to the specifications, drawings annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, Annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the Purchaser's Engineer during the progress of the contracted work.
- 8.0.26. "Bid" or "Tender" shall mean the proposal/document that the BIDDER submits as his offer with price and conditions in the requested and specified format as detailed in 'Specifications' / 'Tender documents
- 8.0.27. "Purchaser's Engineer" Means the Chairman & Managing Director of RailTel or successor who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site.
- 8.0.28. "CIP (Carriage & Insurance Paid) Destination" means the date of delivery would be the date on which the delivery is affected at the consignee's end within any of the RailTel's Region.

- 8.0.29. Words in the singular include the plural and vice versa
- 8.0.30. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
- 8.0.31. The heading of these conditions shall not affect the interpretation or construction thereof;
- 8.0.32. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- 8.1.0 **Parties**-The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 8.0.5 and 8.0.13.
- 8.1.1. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of Clause 8.6.0 and 8.6.2 shall apply to every such purchase as far as applicable.
- 8.1.2. Address of the Contractor and notices and communications on behalf of the Purchaser:-
- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.
- 8.2.0. **Quotations of rates by Contractors**
- (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing

in any agreement relating to price regulation by any industry in consultation with the Government.

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

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

#### **8.3.0. Contract.**

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

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

#### **8.4.0. Security Deposit: Not Applicable.**

#### **8.5.0. Delivery.**

8.5.1. The Contractor shall as may be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

8.5.2. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract.

8.5.3. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.

8.5.4. No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

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

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

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

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

(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to Half per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or

(b) Cancel the contract or a portion thereof and encash performance guarantee.

(c) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

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

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



**8.6.2.1 Termination for Default–**

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

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

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

(i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or

(ii) Cancel the contract and encash Performance Guarantee.

(iii) the purchaser authorises the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further instalment due under the contract, or

**8.7.0. Extension of Time for Delivery-**

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

**8.8.0. Deleted**

**8.9.0. Deleted**

**8.10.0. Samples.**

- 8.10.1 Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores, in which case the provisions of Clause 8.6.0 shall apply as far as applicable.
- 8.10.2. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.
- 8.10.3. Marking- Samples submitted shall be clearly labeled with the Contractor's name and address and the acceptance of tender number.
- 8.10.4. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.
- 8.10.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
- 8.10.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.
- 8.10.7. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.
- 8.11.0. **Risk of Loss or Damage to Purchaser's Property.**

- 8.11.1 All the property of the Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- 8.11.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
- 8.11.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.
- 8.11.4. Where such property is insured by the Contractor against loss or fire at the request of the Purchaser such insurance shall be deemed to be effective by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

**8.12.0. Facilities for test and Examination-**

The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

- 8.12.1. **Cost of Test-** The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's or Consignee's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.
- 8.12.2. **Delivery of Stores for Test-** The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

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

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

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

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

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

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

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

**8.14.0. Responsibility of the Contractor for Executing the Contract.**

**8.14.1. Risk in the Stores-** The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance

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

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

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

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

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

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

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

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

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

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

**8.15.0. Indemnity.**

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

**8.16.0. Packing.**

- 8.16.1. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- 8.16.2. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- 8.16.3. If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.
- 8.16.4. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
- 8.16.5. Each bale or package delivered under the contract shall be marked by the Contractor or at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
- 8.16.6. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.
- 8.16.7. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

**8.17.0 Notification of Delivery.**

Notification of delivery or dispatch in regard to each and every instalment shall be made to the consignee and to the indent or immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the

contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

**8.18.0. Progress Reports.**

8.18.1. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

8.18.2. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

**8.19.0. Removal of Rejected Stores.**

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

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

8.19.2. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

8.19.3. The stores that have been dispatched by road or courier and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such



stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery FOR station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser, after inspection.

**8.20.0. System of Payment.**

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

**8.21.0. Withholding and lien in respect of sums claimed.**

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

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

of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor.

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

**8.21.3. Lien in respect of Claims in other Contracts**

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

**8.22.0. Corrupt Practices**

- 8.22.1. The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing on for bearing to do or for having done or forborne to do any act in relation to the obtaining execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser. Any breach of the aforesaid condition by the contractor or any one employed by him or acting on his behalf (whether with or without the Knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 8.5.0 and 8.6.0.
- 8.22.2. Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

**8.23.0. Insolvency and Breach of Contract.**

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

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

**8.24.0. Laws governing the Contract.**

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

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

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

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

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

- 1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- 2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until

the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.

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

#### **8.25.0. Headings.**

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

#### **8.26.0 Settlement of Disputes/ Arbitration**

- 1) Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be at New-Delhi.
- 2) All arbitration proceedings shall be conducted in English. Recourse against any arbitral award so rendered 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.

- 3) The Arbitral Tribunal shall consist of the Sole Arbitrator appointed by CMD/RailTel Corporation of India Limited, if the value of claim is up to Rs. 10 lakhs. If the value of the claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman Managing Director (CMD) of RailTel Corporation shall furnish a panel of three names to the contractor, out of which, contractor will recommend one name to be his nominee and then CMD/RailTel shall appoint one name as RailTel's nominee and these two arbitrators with mutual consent shall appoint a third arbitrator who shall act as the deciding arbitrator in terms of Arbitration and Conciliation Act. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties. Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided herein, the parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

**8.27.0. Inspection & Rejection: -**

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

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

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

**8.28.0 Warranty/Guarantee**

- 8.28.1 The supplier shall warrant that material to be supplied shall be new and free from all defects and faults in material, workmanship, manufacture and shall be of the highest grade consistent with the established and generally accepted standards of materials for the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects (with respect to the specification of the material) that may develop subsequently under the conditions provided in the contract under proper use, arising out of faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, deficiencies in design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 8.28.2 If it becomes necessary for the contractor to replace or renew any defective hardware of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment/ material so replaced or renewed or until the end of the above-mentioned period, whichever may be later. If any defect is not remedied within a 48 Hrs., the Purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to

any other rights which the Purchaser may have against the contractor in respect of such defects.

- 8.28.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 8.28.4 The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- 8.28.5 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as aforesaid, for a period as mentioned in BID data sheet after their delivery or after a period as mentioned in BID data sheet from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the Purchaser.
- 8.28.6 If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 8.27.0- 2 above shall apply.
- 8.28.7 The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions hereinbefore specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.
- 8.28.8 In warranty certificate, should be mentioned item make, model with serial number and date of purchase of warranty from OEM and its validity which will cover entire period of warranty as per tender condition.
- 8.29.0. **Inspection at the Fag end of the Delivery Period-**

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

-

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

8.29.1. The Contractor shall not dispatch the Stores till such time as an extension in terms of para 8.29.0 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph 8.29.0 above.

8.29.2. In case where the some or the entire quantity has not been tendered for inspection with in the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 8.29.0above.

**8.30.0. Additional Conditions: -**

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

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

**Additional (Special Conditions):**

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



during the period till the performance of all Supply orders placed during the currency of the Advance Purchase Order/rate contract is completed.

- II. If at any time, during the said period, the contractor reduces the sales price, sells or offers to sell such Stores to any person / organization including the purchaser or any Department of central Government or any Department of the State Government or any statutory undertaking of the Central or State Government as the case may be, at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in sales price to the Purchaser and the price payable under the contract for the Stores supplied after the date of coming into force of such reduction shall stand correspondingly reduced, the above stipulation will, however, not apply to:

- (a) Export/Deemed Exports by the contractor,
- (b) Sale of goods such as drugs which have expiry dates, and

- III. The contractor shall furnish the following Certificate to the bill paying officer along with each bill for payment of supplies made against the contract:

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

\*\*\*\*\*

**Chapter-9**

**Form No. -01**

**Proforma for Performance Bank Guarantee**

**PERFORMANCE BANK GURANTEE BOND**  
(On Stamp Paper of Rs. One Hundred)  
(To be used by approved Scheduled Banks)

In consideration of the RailTel Corporation of India Limited 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Bidhannagar, Kolkata-700091 (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 Performance Guarantee for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, or production of a Bank Guarantee for Rs. .... (Rs. .... only). We, ..... (indicate the name of the Bank) hereinafter referred to as “ the Bank”) at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... Against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. We, ..... Bank **and our local branch at Kolkata (indicate detail address of local Kolkata 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. ....
2. We, ..... bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

We, ..... Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the

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

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

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

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

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

Dated the                      day of                      2025

for .....  
(Indicate the name of the Bank)

Witness

1.     Signature  
       Name
2.     Signature  
       Name

\*\*\*\*\*

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

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

I..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No. \_\_\_\_\_ of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from RailTel website [www.railtelindia.com](http://www.railtelindia.com), <https://railtel.enivida.com/>, I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the tenderer)\*\* \_\_\_\_\_ and all my/our constituents understand that my/our constituents understand that my/our offer shall liable to be rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract,

along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

**Form No.-03**

**Performa for Manufacturer Authorisation Form**

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

**Dated: .....**

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

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

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

Dear Sir,

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

We hereby authorise M/s ..... (bidder name), Office  
..... to participate in bid and subsequently upon award  
of the bid to execute the supply and Installation & Commissioning of our range of products against  
your above said bid.

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

Thanking you,

Best regards,

**Authorised Signatory**

**PROFORMA FOR THE LONG-TERM MAINTENANCE SUPPORT**

**Not used**

Form No.-05

**Undertaking from OEM on Letter Head**

(To be signed by the OEM)

**Dated:** .....

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

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

**Sub: OEM Undertaking**

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

Dear Sir,

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

A. We undertake/Certify that

“We have proven facilities at ..... (Complete Address along with Pin Code) for Engineering, manufacture, assembly, integration, testing and basic facilities with respect to space, Engineering, Personnel, Test equipment, Manufacture, Training, Logistic Supports for at least past three years in the country from where the proposed equipment are planned to be supplied.”

“In case OEM is located outside India, we have training, repair and service center facilities in India at .....(Complete Address along with Pin Code) also.”

B. I/We have not been black-listed or debarred currently by Central Govt./State Govt./CPSU in India or anywhere globally by Government for security reasons either in Individual capacity or as a member of partnership firm/LLP/JV/Society/Trust.

C. We Certify that,

- (i) All proposed hardware and software components in scope of supplies when shipped by \_\_\_\_\_, does not contain embedded malicious code that would activate procedures to:-
- Inhibit the desired and designed function of the equipment.
  - Cause physical damage to the user or equipment during the exploitation.
  - Tap information resident or transient in the equipment/networks.



- (ii) 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 \_\_\_\_\_
  - (iii) 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.
- D. We certify that our offered products are genuine, have our own manufacturing setups and IPR for the hardware(s)/software(s), and not have 3rd party manufacturing from any company blacklisted in India or abroad (due to proven backdoor access and data vulnerability) or any company sharing land border with India. The Intellectual Property Rights (IPR) of all offered product and source code of all offered software including camera firmware, switch firmware etc. are not residing in countries sharing land borders with India. Proof of IPR & source code will be provided by the OEM.

or

IPR of offered products and source code of offered software including camera firmware, switch firmware etc. are residing in .....country (Please mention the country name) and OEM has been registered with the Competent Authority of Govt. of India and are eligible to be considered(evidence of valid registration by the competent authority is enclosed)

In case any breach or false declaration is found at any stage, immediate strict penal action can be taken by RailTel.

Seal and signature of the authorized representative of OEM

Place:

Date:

**Format for Power of Attorney**

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. \_\_\_\_\_ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. \_\_\_\_\_ (Name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project \_\_\_\_\_ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with \_\_\_\_\_ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2025

(Signature and Name of authorized signatory)

\_\_\_\_\_

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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

To

Principal Executive Director.  
RailTel Corporation of India Ltd.  
Eastern Region, 19th Floor,  
Aurora Waterfront Building, Plot No. 34/1,  
Block GN, Sector-V, Salt Lake City,  
Bidhannagar,  
Kolkata-700091

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 technical specifications mentioned in Chapter-4 of Tender document.
3. We hereby certify that the hardware and software mentioned in our technical solution and 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.

Seal and signature of the bidder

Place:

Date:

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

**PROFORMA FOR “SYSTEM PERFORMANCE GUARANTEE”**

(On Stamp Paper of Rs. One Hundred)

**(To be signed by the Bidder)**

**To**

**RailTel Corporation of India Limited,  
19th Floor, Aurora Waterfront Building,  
Plot No. 34/1, Block GN, Sector-V,  
Salt Lake City, Bidhannagar,  
Kolkata-700091.**

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

Dear Sir,

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, 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. ....

**PROFORMA FOR SIGNING THE INTEGRITY PACT**

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

**Not used**

**Format for Bid Security Declaration**

*Note: Bidders exempted from submission of bid security are required to submit this form.*

**Bid Security Declaration**  
(on Company Letter-head)

Bidder's Name \_\_\_\_\_  
[Address and Contact Details]

To  
Principal Executive Director,  
RailTel Corporation of India Ltd.,  
(Complete Address).

Ref: Tender Document No. \_\_\_\_\_ Dt. \_\_\_\_\_

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Security Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Security Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in RailTel Corporation of India Ltd. for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
  - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - b. Fail or refuse to sign the contract.

**We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:**

- 3) receipt by us of your notification
  - a. of cancellation of the entire tender process or rejection of all bids or
  - b. of the name of the successful bidder or
- 4) Ninety days after the expiration of the bid validity or any extension to it.

(Signed by the Authorised Representative of the Firm)

Name of the Authorised Representative:

Name of the Firm :

Date :

\*\*\*\*\*

**Chapter 10**

**CHECK LIST (To be filled up & uploaded)**

SN	Item/Clause of Tender Document	Submitted / Complied or Not	Page No./ ref No. of Offer
1	Signed Copy of Tender Document / Corrigenda		
2	EMD & Cost of Tender document		
3	Offer Letter duly signed by authorized signatory (Chapter -5 of Tender Document)		
4	Schedule of Requirements with quantities and offered make & Model but with prices blanked out (this will be a replica of price bid with prices blanked out).		
5	Detail BOM of each equipment supplied under the contract shall be submitted along with the bid and the same shall be duly vetted by the OEM.		
6	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		
7	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.		
8	Declaration regarding Security Considerations & Security Agreement (Clause 3.21, Chapter- 3 of Tender Document)		
9	Form No. 2: Performa for Affidavit to be submitted by tenderer		
10	Form No. 3: Performa for Manufacturer Authorisation Form		
10	Form No. 5: Undertaking from OEM		
11	Form No. 6: Format for Power of Attorney		
12	Form No. 7: Performa for Nil Deviation		
13	Form No. 8: Performa for System Performance Guarantee		
14	Certificate for Local Content 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 as per clause 3.9 of Chapter- 3.		
15	Certificate by bidders sharing a land border with India as per clause 3.20 of Chapter- 3.		
19	Certificate of MSME, if applicable as per clause 3.10 of Chapter- 3.		
20	Eligibility Criteria for Bidder as per Clause 3.3.1. of Chapter- 3.		
21	Eligibility Criteria Requirements for OEM's as per Clause 3.3.2. of Chapter- 3.		
<b>Document uploaded along with Financial Bid/Price Bid Only.</b>			
1	Price Bid for Schedule of Requirements as per Chapter- 1		
2	Unit rate analysis of each SOR item with break-up of taxes/duties as per proforma attached as Annexure- A of Chapter1		

SN	Have you submitted the following documents?	Submitted /complied or Not	Page No./ ref No. of Offer
1	Cost of tender document.		
2	Power of Attorney.		
3	Downloaded tender document digitally signed.		
4	Earnest money amounting Rs -----/- as per bid data sheet- clause no. 6.4 Chapter 6.		
5	Performance statement including Copies of Purchase Orders & Inspection certificates as per clause 6.10 Chapter 6.		
6	Compliance statement for acceptance of technical specification (Chapter 4) & Instructions and Tender Conditions (Chapter 3, 6, 7, 8).		
7	Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions.		
8	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 1.		
9	OEM vetted BOM in compliance to conditions of Chapter- 1 and technical specification of Chapter- 4. No deviation certificate from OEM.		

**Detail of Offered equipment's against SOR:**

SN	SOR	Item Description	Make	Model	Data Sheet Placed at Page No. of Bid
1.	SOR-1				

**DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF OEM**

SN	Clause	Supporting documents	Details/ Remarks	Page no of the Bid
1				
2				
3				



**DETAILS OF CREDENTIALS SUBMITTED AGAINST ELIGIBILITY CRITERIA OF BIDDER:**

<b>SN</b>	<b>Clause</b>	<b>Supporting documents</b>	<b>Details/ Remarks</b>	<b>Page no of the Bid</b>
1				
2				
3				
4				
5				

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

**END OF THE DOCUMENT**

\*\*\*\*\*