



RailTel Corporation of India Ltd.
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023
P:011-22900600, F: 011-2290069

RailTel CORPORATION OF INDIA LIMITED
(A Govt. of India Undertaking)

Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

SINGLE TENDER DOCUMENT

FOR

" Supply, Installation, Testing, Commissioning & Integration of Tejas make DWDM equipment for the OFC based communication System of RailTel "

TENDER NO: RailTel/Tender/ST/CO/P/2025-26/RC Tejas DWDM/21 dated 11.09.2025.



Due date for opening: 06.10.2025



No. RCIL-CO0PROJ(RC)/1/2024

dated 11.09.2025

TENDER NOTICE

M/s Tejas Networks Ltd,
8th Floor, DLF Building Number 9B,
Block -B, DLF Cyber City,
DLF Phase 3, Sector 24,
Gurugram, Haryana 122002

Sub: Single Tender for entering into Rate Contract for “Supply, Installation, Testing, Commissioning & Integration of Tejas make DWDM equipment for the OFC based communication System of RailTel”

RailTel Corporation of India Ltd. (RailTel) invites E-Tenders in Single Packet System for entering into Rate Contract for “Supply, Installation, Testing, Commissioning & Integration of Tejas make DWDM equipment for the OFC based communication System of RailTel” as per following details:

a)	Opening date of Tender downloading	11.09.2025.
b)	Last date and time of submission of e-bid	Upto 15:00 hrs of 06.10.2025
c)	Opening of e-bid	15:30 hrs of 06.10.2025
d)	Validity of offer	120 days
e)	Delivery period	120 days for supply & 60 days for I&C
f)	Earnest Money Deposit (EMD)	Rs 20 Lacs
g)	Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from www.railtelindia.com or from the e-Tendering portal https://railtel.enivida.com For online bid submission the tenderer will have to necessarily download an official online copy of the tender document from portal https://railtel.enivida.com . All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. The bidder shall bear all costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of the conduct or outcome.	

The Maximum limit of procurement against this proposed rate contract is Rs 10 Crores (including GST). However, RailTel does not guarantee any off take against the same.


11/09/25
General Manager/Project

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार (रेल मंत्रालय) का उपक्रम

CIN : L64202DL2000GOI107905

Registered & Corporate Office : Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi - 110023
T : +91 11 22900600, F +91 11 22900699 | Website : www.railtelindia.com



No. RCIL-CO0PROJ(RC)/1/2024

dated 11.09.2025

एकलनिविदासूचना

M/s Tejas Networks Ltd,
8th Floor, DLF Building Number 9B,
Block -B, DLF Cyber City,
DLF Phase 3, Sector 24,
Gurugram, Haryana 122002

विषय:

रेलटेलकीओएफसीआधारितसंचारप्रणालीकेलिएतेजसमेकडीडब्ल्यूडीएमउपकरणकीस्थापना/परीक्षण/कमीशनिंग/एकीकरणकीआपूर्तिकेलिएदरअनुबंधमेंप्रवेशकरनेकेलिएएकलनिविदा
रेलटेलकॉर्पोरेशनऑफइंडियालि.(रेलटेल), निम्नलिखितविवरणकेअनुसार
"रेलटेलकीओएफसीआधारितसंचारप्रणालीकेलिएतेजसमेकडीडब्ल्यूडीएमउपकरणकीस्थापना/परीक्षण/कमीशनिंग/एकीकरणकीआपूर्ति" केलिएदरअनुबंधमेंप्रवेशकरनेकेलिएसिंगलपैकेटसिस्टममेंई-निविदाएंआमंत्रितकरताहै।

a)	निविदाकाडाउनलोडिंगकेखुलनेकीतिथि	11.09.2025
b)	बोलीप्रस्तुतकरनेकीअंतिमतिथिऔरसमय	Upto 15:00 hrs of 06.10.2025
c)	ई-बिडखुलनेकीतिथि	15:30 hrs of 06.10.2025
d)	ऑफरकीवैधता	120 days
e)	आपूर्तिअवधि	120 days for supply & 60 days for I&C
f)	बयानाराशि (ईएमडी) #	Rs 20 Lacs
g)	नोट: निविदासूचनाऔरनिविदाप्रलेखरेलटेलकीवेबसाइटपरउपलब्धहैंऔरwww.railtelindia.comयाई-टेंडरिंगपोर्टलhttps://www.railtel.enivida.comसेडाउनलोडकिजासकतेहैं।ऑनलाइनबोलीजमाकरनेकेलिएनिविदाकर्ताकोपोर्टलhttps://www.railtel.enivida.comसेनिविदाप्रलेखकीआधिकारिकऑनलाइनप्रतिडाउनलोडकरनीहोगी।सभीभविष्यकीजानकारीअर्थात्इसनिविदाकेलिएशुद्धिपत्र / परिशिष्ट / संशोधनआदिनिविदाकेवलई-टेंडरिंगपोर्टलपरपोस्टकीजाएगी।रेलटेलकार्यालयसेनिविदाप्रलेखकीमुद्रितप्रतिनहींबेचीजाएगी। बोलीदातातैयारी, बोलीकीतैयारी/प्रस्तुति / भागीदारीसेसंबंधितसभीलागतोंकोबहनकरेगा।रेलटेलकिसीभीतरहसेआचरणयापरिणामकीउदासीनतासेइनलागतोंकेलिएजिम्मेदारयाउत्तरदायीनहींहोगा।	

इस प्रस्तावित दर अनुबंध पर खरीद की अधिकतम सीमा रुपये 10 करोड़ (जीएसटी सहित) है। हालांकि, रेलटेल इसके खिलाफ किसी भी तरह के ऑफ टेक की गारंटी नहीं देता है।


11/09/25
महाप्रबंधक/परियोजना

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, भारत सरकार (रेल मंत्रालय) का उपक्रम

CIN : L64202DL2000GOI107905

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(This tender document consists of 74 pages)


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Section-1**Chapter-1****SOR-A: SCHEDULE OF REQUIREMENT of Supply for Items:**

SN	Item Description	Unit	Unit Basic Rate (in Rs.)	Unit Rate (All inclusive) (in Rs.)	Unit Rate (All inclusive) (in Rs.)
				In Figure	In Word
	Chassis -11 Slot				
1	TJ1600-11 slot chassis and backplane	Nos			
2	Power Filter Unit, TJ1600-11 slot Chassis	Nos			
3	Fan Tray Unit card, TJ1600-11 slot Chassis	Nos			
4	OSMC: Optical Shelf Management Controller	Nos			
5	OSMC adaptor card.	Nos			
6	OAM card, TJ1600-11 slot Chassis	Nos			
7	Basic Installation kit for TJ1600-11 slot Chassis	Nos			
8	Enhanced Installation Kit for TJ1600-11 slot Chassis	Nos			
	Chassis -6 Slot				
9	TJ1600-6 : Includes 6 Slot chassis and backplane	Nos			
10	Fan Tray Unit for TJ1600-6	Nos			
11	Power Filter Unit for TJ1600-6	Nos			
12	OSMC: Optical Shelf Management Controller	Nos			
13	OAM: OAM card for TJ1600-6	Nos			
14	Basic Installation Kit for TJ1600-6	Nos			
15	Enhanced Installation Kit for TJ1600-6	Nos			
	Chassis -2 Slot				
16	SYSTEM for TJ1600-2 : Includes 2 Slot chassis and backplane	Nos			
17	FTU for TJ1600-2	Nos			
18	Power Filter Unit for TJ1600-2	Nos			
19	OAMC: Optical Shelf Management Controller	Nos			
20	Basic Installation kit for TJ1600-2	Nos			
21	Line Card Filler for TJ1600 Chassis	Nos			
	ROADM				

22	ROADM: 9-Degree, Flex Grid, C-Band, Single Slot, LC/UPC	Nos			
23	ROADM:4-Degree, Flex Grid ROADM,LC/PC	Nos			
	Mux-Demux/Passive				
24	DWDM MUX/DEMUX filter,40Ch(Even)	Nos			
25	2 Slot Passive Chassis to accommodate MDU, OADM, Interleaver etc. which do not need power to operate	Nos			
26	Passive Optical Adapter Card - To support 1/3rd,2/3rd slot width cards- Mechanical BOM alone	Nos			
27	DWDM Mux and Demux card , 8 channels with Express Port, 100GHz Spacing,C-Band, Ch#28 to Ch#35	Nos			
28	Optical Adapter Card - To support two half slotwidth Optical Cards	Nos			
29	Dual Port OSC Filter	Nos			
30	Optical Adapter Card - To support 1/3rd, 2/3rd slot width Optical Cards	Nos			
31	FPU holder for 1/3rd and 2/3rd slot Adapter carrier card	Nos			
32	PSCM for Y Protection				
	VOA/Optical power monitoring/Optical Line Protection Module				
33	OPM: Four port Flex optical power monitoring	Nos			
34	VOA: 8 port variable optical attenuator, C band ,LC/PC	Nos			
35	Fiber Protection Unit having single Optical Line Protection Module	Nos			
36	Fiber Protection Unit having two Optical Line Protection Module	Nos			
	Amplifier				
37	Dual port, VG(L) amp, DWDM, C-Band	Nos			
38	Dual port, VG(M) amp, DWDM, C-Band	Nos			
39	Dual port, VG(H) amp, DWDM, C-Band	Nos			
40	Single port, VG(H) amp, DWDM, C-Band	Nos			
	Pluggable				
41	SFP VOA	Nos			
42	OSC SFP	Nos			
43	Optical, QSFP28, 1000GBASE-LR4, OTU4, 100G, 10Km LC/PC	Nos			
44	Optical, QSFP28, 100GBase-SR4, Ethernet Only, 100G, 850nm, 100m along with MPO	Nos			

	Cable of 20m.				
45	Optical, SFP+, 10GBASE-LR/LW, STM64, 10Km, Duplex LC	Nos			
46	4G/8G FC SFP-Multirate 1310nm-10KM SM SFP	Nos			
47	SFP, S16.1, STM16, 2448Mbps, 1310, 20Km	Nos			
48	SFP+, Tunable DWDM 50Ghz, C-Band, Multi rate 9.95-11.3Gbps, 80km	Nos			
49	100G CFP, Tunable, Coherent	Nos			
	DCMs				
50	DCM-C-652-60	Nos			
51	DCM Holder				
	Traffic Card				
52	Agg-200G card with 1x200G/100G line and 2 x100G client including Line side optics & License to enable 100G to 200G.	Nos			
53	1 x CFP card for 10x10G client /1x100G Line	Nos			
54	Any other item found necessary for channel creation/protection/switching etc. (bidder may quote as many items as found useful for network)				

SOR-B: SCHEDULE OF REQUIREMENT of Services Items:

SN	Item Description	Unit	Unit Basic Rate (in Rs.)	Unit Rate (All inclusive) (in Rs.)	Unit Rate (All inclusive) (in Rs.)
				In Figure	In Word
1	Design & Supervision of Installation, Testing, Commissioning and Integration of DWDM System per direction/degree per location	No.			
2	Design & Supervision of Installation, Testing, Commissioning and Integration of ILA per location	No.			

Note:

1.1 Unit rate quoted against SOR for supplies 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).

1.2 Unit rate quoted against Service items should be all inclusive with breakup of taxes as per annexure –B of this chapter.

1.3 The Maximum limit of procurement against this proposed rate contract is Rs 10 Crores (including GST). However, RailTel does not guarantee any off take against the same.

Annexure-A

Price Schedule for Items

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

Annexure-B

Price Schedule for Service Items

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

Information to Bidder for Compliance:

1. All items should be quoted as per technical specifications defined in Chapter-3.
2. In the specification wherever support for a feature has been asked for, it will mean that the feature should be available without RailTel requiring any other hardware/software/licenses. Thus, all hardware/software/licenses required for enabling the support/feature shall be included in the offer.
3. Tenderer must also furnish unit rate of all possible supported interfaces/modules/cards/SFPs/XFPs/Licenses etc. for the offered equipment which

will/may be required for the network, if any at later stage, but are not included at present and not to be ordered by RailTel at this stage. These will also form part of the Rate Contract.

4. GSTIN ID of vendor must be furnished from where goods will be supplied.

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CHAPTER- 2

BID DATA SHEET (BDS)

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

Reference	Description
Tender Notice	Name of work: "Supply, Installation, Testing, Commissioning & Integration of Tejas make DWDM equipment for the OFC based communication System of RailTel "
Clause 4.A.1.2, Chapter-4	Validity of offer 120 days.
Clause 4.A.2 of Chapter-4 & Clause 8.28 Chapter-8	Warranty 36 months from the date of installation and commissioning (issuance of Site Acceptance Test (SAT).
Clause 4.A.4, Chapter-4	Delivery Period 120 days for supply & 60 days for I&C (from issue of each sub PO)
Clause 4.A.3, Chapter-4 & Chapter 11	Annual Maintenance Contract 5 years from the date of completion of warranty period
Clause 4.A.22, Chapter 4 & 6.4, Chapter-6	Earnest Money Deposit (EMD)/ Bid Security: Rs 20 Lacs through E-Nivida Portal.
Tender Notice	Last Date of online Submission of Offer Date: 01.10.2025 Time: 15:00 hours
Tender Notice	Date of online Opening of Tender Date: 01.10.2025 Time: 15:30 hours Venue: RailTel Corporation of India Ltd. Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023

CHAPTER-3

TECHNICAL REQUIREMENTS & SPECIFICATIONS

- 3.1 Technical specification will be as per the contract against RailTel Tender No. RailTel/Tender/OT/CO/P/2012-13/191 dt. 28.08.2012, RC LOA No. 1002010268 dt. 15.09.20, RailTel Tender No. RailTel/Tender/OT/NR/M&P/2020-21/MDWDM/02 dt. 11.03.21 (LOA No. 3002110123 dt. 30.05.21) & RailTel/Tender/OT/CO/NTP/2021-22/DWDM & MDWDM/001 dated 19.05.2021 (LOA No. 1002110410 dated 15.12.2021).



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CHAPTER 4

Special Tender Conditions

4.A.1 Offer letter and Validity of offer

- 4.A.1.1 The bidder shall complete the offer letter (Chapter 5) and the Price Schedule (Chapter 1) furnished in the tender documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 4.A.1.2 The offer should remain valid for a minimum period of 120 days from the date of opening of tender including the date of opening.

4.A.2 Warranty

- 4.A.2.1 **The warranty would be valid for a period of 36 months from the date of installation & commissioning (i.e., issuance of Site Acceptance Test (SAT) report by concerned Region).** The supplier shall warrant that stores to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in design and/ or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 4.A.2.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the supplies under this clause, the provisions of the clause shall apply to the portion/portions of the equipment so replaced or renewed or until the end of the above mentioned period or twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the contractor's risk & cost, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 4.A.2.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges. If the contractor fails to replace/repair the affected part/module within 30 days, the penalties will be imposed as per clause no. 8.28 of chapter 8 of tender.
- 4.A.2.4 Warranty Support:
 - 4.A.2.4.1 Material for repair during Warranty Period shall be handed over /taken over to contractor's engineer/representative at RailTel's regional NOC locations or sites where equipments are installed. During the warranty period, the contractor shall remain responsible to arrange replace within 30 days period and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or

becomes unworkable due to any cause whatsoever. The decision of the RailTel's representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Contractor. In case contractor fails to replace any faulty part within 30 days, penalties will be imposed as per clause 11.5.2 of Chapter-11.

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

4.A.3. Long Term Maintenance Support

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

- 4.A.3.2 Bidder/OEM shall be paid @ 3.5% (minimum) of supply cost of SOR-A(basic price excluding taxes, levies and all other charges) per annum towards Long Term Maintenance Support after completion of warranty period, to undertake repairs/replacements of all type of module/card/assembly/subassembly and update/upgrade of software released during this period and /or which may fail in the network after the warranty. Taxes will be as per actual at the time of execution of the AMC i.e., issue of AMC LOA.

AMC would have to be valid for minimum period of 5 years after completion of warranty. This period of 5 year may be extended further with mutual consent of RailTel and Bidder/OEM.

- 4.A.3.3 Separate LOA for AMC shall be issued by RailTel 3 months prior to the completion of warranty period. A fresh Bank Guarantee valid for a period of 4 months beyond the completion of AMC from the date of LOA shall be required to be submitted by OEM/ Tenderer for due fulfillment of long term maintenance support obligation. Value of PBG will be 10% of the total value of LOA issued for AMC for five years or will be kept as per Government of India guidelines applicable at the time of issue of LOA for AMC. This PBG of AMC shall be submitted by the bidder within 30 days from the date of issue of LOA for the AMC. In case bidder does not submit the PBG in the stipulated time period, RailTel may encash the PBG given with the original LOA.

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

- 4.A.3.5 Detailed standard conditions applicable for the Annual Maintenance Contract between RailTel and the Contractor are given in chapter-11.

Note: The acceptance of the above clauses is mandatory and **specific acceptance from OEM is required to be enclosed as per Annexure-I**. Any deviation / non acceptance may lead to rejection of the bid.

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

The materials as per SOR are required to be delivered within **120 days for supply & 60 days for** installation, testing, commissioning & Integration with the network from the issue of Sub Purchase Orders. The materials shall be delivered to the site / at each of the Regional centers to be decided by CO/respective Regional EDs/RGM, transported to different locations which will be provided by respective Regions to the bidder.

For items that cannot be installed for want of site readiness or as per the decision of the Executive Director of the region, the same have to be returned to RailTel stores by the Tenderer. Road permit will be facilitated by RailTel and shall issue necessary request letter etc. Tenderer are required to obtain the road permit. However, it has no bearing on delivery period.

4.A.4.1 RailTel's office details

SN	Region	Office	Address
1.	Corporate Office	New Delhi	Principal Executive Director/Infra Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023
2.	Northern Region	New-Delhi	Regional General Manager/ Executive Director 6 th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.
3.	Eastern Region	Kolkata	Regional General Manager/ Executive Director 19th Floor, Aurora Waterfront Building, Plot no. 34/1, Block -GN, Sector - V, Salt Lake City, Kolkata - 700091, West Bengal.
4.	Southern Region	Secunderabad	Regional General Manager/ Executive Director 1-10-39 to 44, 6A, 6th Floor, Gumidelli Towers, Begumpet Airport Road, Opp. Shoppers Stop, Hyderabad- 500016
5.	Western Region	Mumbai	Regional General Manager/ Executive Director Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013.

4.A.5. Payment Terms for Supply items (SOR)

- 4.A.5.1 80% of the value of the part supply of Equipment of SOR on receipt by the consignee at site duly inspected and accompanied with below mentioned documents:

- (i) Original Invoice (GST Compliant format) indicating, inter alia description and specification of the goods, quantity, unit price, total value.
- (ii) Delivery Challan/ E-way bill
- (iii) Packing list.
- (iv) Purchaser's Inspection certificate
- (v) Consignee receipt
- (vi) Warranty certificate of OEM
- (vii) Insurance certificate
- (viii) A certificate duly signed by the firm certifying that equipment/ materials being supplied are new and conform to technical specification.
- (ix) Undertaking of Fall clause

In case of supply only: 100% of the value of the part supply of the equipment on receipt by the consignee at site/store duly inspected and accompanied with valid documents.

4.A.5.2 Balance 20% value of the part supply of SOR on issuance of Site Acceptance Test (SAT) report by concerned Region after Installation, Testing, Commissioning & Integration at site.

4.A.5.3 100% payment of SOR of service items (I&C) will be made on issuance of Site Acceptance Test (SAT) report by concerned Region after Installation, Testing, Commissioning & Integration at site.

4.A.5.4 Bill passing and bill paying unit for the supplies under SOR is respective Regional Office.

4.A.5.5 The breakup of taxes has to be furnished and same should be reflected in the bills so that any input credit can be availed by RailTel.

4.A.5.6 Payment towards "AMC/ Long Term Maintenance Support" would be paid quarterly by the concerned Region after satisfactory completion of AMC Services of that quarter and on certificate furnished by concerned RailTel's representative of the Region.

4.A.6. Performance Bank Guarantee (Security Deposit)

The tenderer shall submit 10% of total value of the stores detailed in the Acceptance Offer towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of APO/Sub Purchase Order, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of APO/SPO, from any scheduled bank for due fulfillment of contract

- i) Security Deposit/Performance Bank Guarantee of 2.5% of total value of the stores is required to be submitted within 30 days of issue of Rate Contract/APO. The PBG should be valid for a period 4 months beyond warranty period from the date of issue of APO to cover Validity of Advance Purchase Order, delivery period and Warranty period. This PBG shall be submitted by the contractor at RailTel's Corporate Office.
- ii) Security Deposit/Performance Bank 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 4

months beyond warranty period. This PBG shall be submitted by the contractor at RailTel's Regional office.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract including warranty period obligations under the contract and receiving of PBG against AMC, duly adjusting any dues recoverable from the tenderer. The security deposit shall bear no interest.

- 4.A.6.1 **The claim validity period shall be 1 year after PBG validity for lodging the claim.** The performance Bank Guarantee will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 4.A.6.2 The earnest money shall be released on submission of PBG. The Performa for PBG is given in Form no.-1 of Chapter-9. If the delivery period gets extended, the PBG should also be extended appropriately.
- 4.A.6.3 The Performance Bank Guarantee (security deposit) will bear no interest. **Any Performance security upto a value of Rs.5 Lakhs is to be submitted through online transfer only.**
- 4.A.6.4 This PBG would be released after satisfactory completion of contract including warranty period and only after submission of PBG towards AMC as per clause 4.A.3.3 of this Chapter.
- 4.A.6.5 A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank. The details of RailTel's details for SFMS are as:

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.**

- 4.A.6.6 Wherever the contracts are rescinded, the security deposit/PBG shall be forfeited and the SD/Performance Bank Guarantee shall be en-cashed by RailTel.

4.A.7. Taxes & Duties

- 4.A.7.1 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges.
- 4.A.7.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.

- 4.A.7.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 4.A.7.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- 4.A.7.5 In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- 4.A.7.6 Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST alongwith respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient.
- 4.A.7.7 Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 4.A.7.8 In regards to service support, the tenderer should have registration no. for GST and shall furnish GST registration certificate on award of LOA.
- 4.A.7.9 The imposition of any new tax and/or increase in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment to state/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 4.A.7.10 **Deleted.**
- 4.A.7.11 Bidder has to submit an **Indemnity Bond as per Form no. 2 of Chapter- 9.**
- 4.A.8. Insurance**
- 4.A.8.1 The Contractor shall take out and keep in force a policy or policies of insurance from the date, the delivery of material starts (including the transit portion) against all liabilities of the Contractor or the Purchaser. The contractor shall take out and keep in force a Policy or policies of Insurance for all materials covered in schedule of requirement irrespective of whether used up in the portion of work already done or kept for the use in the balance portion of the work until such material are provisionally handed over to RailTel. The goods will be issued by purchaser to supplier and risk of

goods shall remain with supplier until the issue of SAT by RailTel. Insurance policy has to be kept valid by the contractor till issue of SAT by RailTel.

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

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

4.A.9. Liquidated Damages

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

4.A.10. Transportation

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

4.A.11. Statutory Deduction

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

4.A.12. Qualification Criteria: Deleted

4.A.13. CONSORTIUM BIDS: Deleted

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

4.A.15. System Performance Guarantee: Deleted

4.A.16. Evaluation of Offer

4.A.16.1. Deleted

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

4.A.16.3. Deleted.

- 4.A.16.4. The bidders should indicate brand name, type/model number of the products offered. The equipment should be supplied as per Technical Specifications given in Chapter-3.
- 4.A.16.5 Bid evaluation will be done based on the quote received as per Chapter-1. Offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable on reverse charge by RailTel, wherever applicable.
- 4.A.16.6 Deleted.
- 4.A.17. Security Considerations & Security Agreement**
- 4.A.17.1 While evaluating the tender, regards would be paid to National Defence and Security considerations.
- 4.A.17.2 The directives issued from time to time by the Department of Telecommunications (DoT), Ministry of Communications and IT or any other Ministry of Govt. of India on security considerations shall be applicable to the present tender. Accordingly, as per the extent amendment of the National Long Distance (NLD) Service License Agreement for Security related concerns for expansion of Telecom Services in various zones of the country issued vide Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011, the successful tenderer (OEM) shall comply with the provisions stated in the above mentioned directive of DoT and shall have to enter into an agreement with RailTel as per the mutual agreement between Telecom Service Provider and the vendor of equipment, product and services (based on template, available on DoT website), covering all relevant clauses. **The tenderer must submit a declaration along with their bid in this regard.**
- 4.A.17.3 Deleted
- 4.A.18. Rate Contract:** The Rate Contract is only a standing offer from the Contractor. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract. This Rate Contract would be valid for twelve months from the date of issue of Advance purchase order/LOA and extendable for another year on mutual consent.
- 4.A.19. Purchaser's Right to accept any offer / Bid and to reject any or all offer/ Bid**
- 4.A.19.1 The Purchaser reserves the right to accept or reject any offer / bid, and to annul the bidding process and reject all offers / bids, at any time prior to award of order without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.
- 4.A.20. Execution of Purchase Order/LOA**
- 4.A.20.1 POs will be issued Region wise.

- 4.A.20.2 The successful bidder has to submit the copy of the Purchase order/LOA duly signed on each page including Annexure & will submit the Performance Bank Guarantee as per Clause no. 4.A.6 of this chapter for due fulfillment of the PO/LOA.
- 4.A.20.3 If the successful bidder fails to submit the accepted copy of PO/LOA within 15 days from the date of issue, it shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
- 4.A.20.4 In the event of any tenderer whose tender is accepted and refuses to execute the PO/LOA as herein before provided, RailTel may determine that such tenderer has abandoned the Purchase Order/LOA and thereupon his tender and acceptance thereof shall be treated as cancelled and RailTel shall be entitled to forfeit the full amount of the Earnest Money and to recover the damages for such default.
- 4.A.21. Annulment of Award**
- Failure of the successful bidder to comply with the requirement of various clauses of tender document shall constitute sufficient ground for the annulment of the award and forfeiture of EMD in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new offers/ bids.
- 4.A.22. Earnest Money Deposit (EMD)**
- 4.A.22.1 **All the Bidders/OEM are required to deposit EMD amount as mentioned in NIT and BDS through e-Nivida Portal as “Earnest Money”. EMD in no other form shall be accepted. Offers without applicable EMD amount shall be summarily rejected.**
- 4.A.22.3 The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit) in accordance with clause 4.A.6 of this chapter.
- 4.A.22.4 **Offers without complete amount of Earnest Money shall be summarily rejected.**
- 4.A.22.5 Earnest Money of 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.
- 4.A.22.6 The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with clause 4.A.6 (Chapter-4).
- 4.A.22.7 Earnest Money will bear no interest.
- 4.A.23. For Micro and Small Enterprises (MSEs): Deleted**
- 4.A.24. Offer/ Bid Prices**

- 4.A.24.1 The bidder shall give the prices indicating all levies and taxes, packing forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the tender document as per schedule given in Chapter 1. The price shall be quoted in Indian Rupees (FOR/CIP destination).
- 4.A.24.2 The breakup of price of each item of SOR in terms of basic Unit price, Custom duty, CGST/SGST/IGST/GST and other taxes and any other Levies/charges already paid or payable by the tenderer shall be quoted in Annexure-A & B of Chapter 1. Any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account within the contracted delivery period.
- 4.A.24.3 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and in words in the prescribed offer form (SOR). In case of difference in words and figures, the amount written in words will be taken into consideration.
- 4.A.24.4 Deleted.

4.A.25 Clause wise Compliance

- 4.A.25.1 **For Bidder** – Bidder has to submit Nil Deviation (Form No. 3, Chapter-9) form as a compliance against all the terms and conditions of Tender document. Bidder may submit Deviation, if any, in his bid from Tender document. **However, in case of submission of any Deviation from Tender conditions, RailTel reserves the right to reject the bid without giving any justification.**

Note: In case of non-submission of Form no. 3 (Chapter-9) with bid, the bidders bid may be rejected.

4.A.26 Inspection

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

- 4.A.26.3 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate.

4.A.27 Force Majeure

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

4.A.28 Settlement of Disputes

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

4.A.29 Governing Laws:

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

4.A.30. Termination for Default

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

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

4.A.31 Risk & Cost

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

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

4.A.32. Termination for Insolvency

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

4.A.33. Rates During Negotiation

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

4.A.34. Deleted

4.A.35. Submission of Offers

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

- a. The offer shall be submitted in One packet on eNivida Portal.
- b. Tenderer shall quote in SOR provided in eNivida portal. In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.
- c. Any document submitted/uploaded in eNivida portal must be duly signed & stamped by the tenderer in each page.

- d. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser accordingly.
- e. Tenderers are requested to go through all the conditions of the tender document and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions (unless specifically disagreed to clause wise).
- f. **ATTESTATION OF ALTERATION:** No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/ tenderers in his/their entries must be signed (not initialed) by him/them.

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

- 4.A.36.1. Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing: -
 - (a) As sole proprietor of the concern or as attorney of the sole Proprietor.
 - (b) As a partner or partners of the firm.
 - (c) As a Director, Manager or Secretary in the case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 4.A.36.2. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.
- 4.A.36.3. The RailTel will not be bound by Power of Attorney granted by the tenderer or by the changes in the composition of the firm made subsequent to the execution of the contract agreement.
- 4.A.36.4. In case where the Power of Attorney partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translators of Courts and Licensed Petition Writers should be supplied by the Contractor(s) while tendering for the work.
- 4.A.36.5. The duly **notarized Power of Attorney** shall be submitted in original or duly signed.

4.A.37. Opening of Tender

- 4.A.37.1 Tenderer's Bid will be opened on specified date & time as mentioned in BDS (Chapter 2) of the tender in presence of such Tenderers/ Representatives who choose to be present.

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

The tender documents are not transferable.

4.A.39. Errors, Omissions & Discrepancies

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

4.A.40. Wrong Information by Tenderer

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

4.A.41. Public Procurement:

4.A.41.1 Preference to Make in India: Deleted

- 4.A.41.1 Bidders sharing a land border with India:** Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. **A certificate as per Annexure-I shall be submitted by all the bidders regarding their compliance with this order.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.

4.A.42 Updation of Labour data on Railway's shramik kalyan Portal: Deleted

4.A.43. Integrity Pact Program: Deleted

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

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

4.A.45 Training: Deleted

4.A.46 Availability of Spares

- 4.A.46.1 The Tenderer shall warrant that spare part for the system would be available for minimum of 8 years from the date of commissioning.
- 4.A.46.2 Tenderer shall give at least one year advance intimation regarding stoppage of production of spares for the installed equipment besides ensuring their availability for a minimum period of 8 years.
- 4.A.46.3 RailTel shall hold successful bidder responsible for all SLAs mentioned in the RFP and subsequently in the contract document, however, for ensuring the same, Certificates from OEM and/or authorized vendors/representatives will be produced to confirm that the life time maintenance support (three years warranty & five years AMC) by provisioning of spares.

4.A.47 Site Acceptance Testing (SAT):

On installation, testing, commissioning and integration of equipment, site acceptance testing report shall be issued duly certified by authorized representative of concern Region.



Annexure-1

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

To

RailTel Corporation of India Limited,
New Delhi.

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

(Signature of Firm's Authorized Officer)
Seal

Signature of witness:

1.

2.



Section-II

Chapter 5

Offer letter

1. I/WE..... have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of **120 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 deliver within **120 days for supply items and 60 days for installation, testing, commissioning & Integration** with the network from the date of issue of Purchase Order/LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by the RailTel.

2. A sum of Rs. _____ (____ amount in words____) through eNivida Portal herewith submitted as **“EMD”**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if,

I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within **specified days as per tender** after issue of Purchase Order/LOA.

or

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

or

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

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

SIGNATURE OF CONTRACTOR(S) Date:

CONTRACTOR (S)

ADDRESS SIGNATURE OF WITNESS

1.

2.

Chapter-6

INSTRUCTIONS TO THE TENDERERS

The Tender document consists of the following:-

Notice Inviting Tender

Section 'I'

Chapter 1 Schedule of Requirements (Price Schedule)

Chapter 2 Bid Data Sheet

Chapter 3 Special Tender Conditions

Chapter 4 Technical Specifications

Section 'II'

Chapter 5 Offer Letter

Chapter 6 Instructions to the Tenderer

Chapter 7 General Tender Conditions

Chapter 8 Standard Conditions of Contract

Chapter 9 Proforma for Performance Bank Guarantee & Indemnity Bond

Chapter 10 Check List

Chapter 11 Standard conditions of Annual Maintenance Contract

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.

6.2 DELETED

6.3 Submission of Offers and Filling of Tender:

- a. Each and every page of bid should be digitally signed/signed in ink & stamped by authorized representative of the firm. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid along with Board Resolution.
- b. Deleted.
- c. The **original copy of Power of attorney and Indemnity bond** shall be submitted at the following address so as to reach up to 15:00 hours of due date:
Rail Tel Corporation of India Ltd.
Plate-A, 6th Floor, Office Block-2,
East Kidwai Nagar,
New Delhi-110023
- d. The envelope containing **original copy of Power of attorney and Indemnity bond** shall bear name of work, the tender no, and the words "DO NOT OPEN BEFORE" (due date).

- e. 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.
- f. The unit 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.
- g. 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:

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

The Earnest Money Deposit (EMD)/Bid Security 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).

6.5 Security Deposit/Performance Bank Guarantee:

The tenderer shall submit 10% of total value of the stores detailed in the Acceptance Offer towards security deposit in the form of FDR or online transfer or irrevocable Bank Guarantee within 30 days of issue of APO/Sub Purchase Order, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of APO/SPO, from any scheduled bank for due fulfillment of contract

- i) Security Deposit/Performance Bank Guarantee of 2.5% of total value of the stores is required to be submitted within 30 days of issue of Rate Contract/APO. The PBG should be valid for a period 4 months beyond warranty period from the date of issue of APO to cover Validity of Advance Purchase Order, delivery period and Warranty period. This PBG shall be submitted by the contractor at RailTel's Corporate Office.
- ii) Security Deposit/Performance Bank 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 4 months beyond warranty period. This PBG shall be submitted by the contractor at RailTel's Regional office.

The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract including warranty period obligations under the contract and receiving of PBG against AMC , duly adjusting any dues recoverable from the tenderer. The security deposit shall bear no interest.

Note:

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

6.6 No Interest on Performance Security:

No interest shall be paid on the amount of 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 tenderer desirous to attend the tender opening can do so on production of a proper letter of authority from the firm, failing which they may not be allowed to attend the tender opening. Authorized representative of firm who has submitted the tender documents alone shall be allowed to attend the tender opening.

6.10 DELETED

6.11 Rate, Taxes and Duties: -

6.11.1 Tenderer should submit offer on CIP destination basis. Tenderer 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 Tenderer is requested to quote under the following terms: -

The tenderer is 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.

6.12 Excise Duty: Deleted

6.13 GST related clause:

6.13.1 If 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 alongwith respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- 6.13.9** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at source, the same will be deducted and remitted to the concerned authority.
- 6.13.10** In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- 6.13.11** The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- 6.14 In case of imported equipment: deleted**
- 6.15** The tenderer is 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:** Tenderer is 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:**
- 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 (Chapter 3) and Instructions & Conditions (Chapter 4, Chapter 6, Chapter 7, Chapter 8 and Chapter 11) shall be enclosed by the tenderer with the offer along with the technical literature of the material wherever required 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 published on the portal.

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 atleast 7 days before the opening of tender.

6.25 Bid submission & Opening

6.25.1 Earnest Money Deposit (EMD)/Bid Security should be Submitted as per clause 6.4. **Bids without Earnest Money Deposit (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 with Board Resolution.
2. Complete Tender documents, duly signed & stamped on each page in token of acceptance.

3. Compliance statement for acceptance of Technical specification (Chapter 3) & Instructions and Tender Conditions (Chapter 4, 6, 7, 8 and 11).
4. Deleted.
5. Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. (Chapter 1).
6. Nil deviation certificate.
7. Offer letter, Chapter-5.
8. Proforma for the Long Term Maintenance Support, Annexure-1, Chapter-4.
9. Indemnity Bond , if applicable, Form No.2, Chapter-9.
10. Earnest Money Deposit (EMD) as per BDS.

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



Chapter 7

7.0 GENERAL TENDER CONDITIONS

7.1 Acceptance of the Offers: -

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

7.2. Quantity to be ordered:

- a) The purchaser shall be at liberty to enhance or reduce the value/quantity mentioned in the APO/LOA/Sub PO as indicated in SOR Chapter 1 without assigning any reasons based on requirement. The bidder shall comply with such modifications unconditionally provided these are made before completion of the deliveries under the APO/SPO/PO. Any such change in value/quantity shall have no impact on the rates mentioned in the APO/LOA/Sub PO for any such item.
- b) **The Rate Contract is only a standing offer from the Contractor. Subject as hereinafter mentioned, no guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.**

7.3 Deleted

7.4 Payment Terms: Same as in the Chapter-4.

7.5 Inspection:

- 7.5.1 The supplier/manufacture 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/manufacture 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 DELETED

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 DELETED

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.

7.5.8 Exemption of inspection at factory premises (FAT) will be at the sole discretion of RailTel, if RailTel decides not to conduct Factory Acceptance Testing (FAT) at manufacturing facility, the equipment shall be accepted on the basis of supplier's internal test report, guarantee and fitment certificate.

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.
- 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 Manufacturer (OEM) needs to quote for this tender

7.10 RailTel Region's details:

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

SN	Region	Regional offices	Addresses	States
1.	Northern Region	New-Delhi	RailTel Corp. of India Ltd., 6th Floor, Block-III, Delhi IT Park, Shastri Park. Delhi-110053.	Haryana, Rajasthan, Uttar Pradesh, Delhi, Jammu & Kashmir, Punjab, Madhya Pradesh, Himachal Pradesh, Uttaranchal.
2.	Eastern Region	Kolkata.	RailTel Corp. of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata –700091.	West Bengal, Orissa, Bihar, Madhya Pradesh, Jharkhand, Assam, Tripura, Meghalaya, Manipur, Mizoram, Arunachal, Nagaland.
3.	Southern Region	Secunderabad	RailTel Corp. of India Ltd., 2nd Floor B-Block, Rail Nilayam, Secunderabad-500071.	Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Pondicherry.
4	Western Region	Mumbai	RailTel Corp. of India Ltd., Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013.	Gujarat, Maharashtra, Karnataka, Rajasthan, Madhya Pradesh, Chhattisgarh, Goa.

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

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

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

7.14 Issue of Confirmed Supply Orders:

Corporate Office of RailTel will issue the Sub Purchase 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 action as per tender.

8.3.0. **Contract**

8.3.1. This contract is for the supply and services of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores 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**

8.4.1. Unless otherwise agreed between the Purchaser and the Contractor, the Contractor shall, within 30 days after written notices of acceptance of the tender has been posted to the Contractor, deposit with the RailTel concerned (in cash (online) or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 10 per cent of the total value of the stores detailed in the contract for which the tender has been accepted, as a security for the due fulfilment of the contract.

8.4.2. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -

- (a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or any person contracting through the Purchaser or otherwise howsoever, or
- (b) To cancel the contract or any part thereof and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 8.6.2 shall apply as far as applicable.

8.4.3. No claim shall lie against the Purchaser in respect of interest on cash deposits or securities etc.

8.4.4. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other

default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

8.5.0. Delivery.

- 8.5.1. The Contractor shall as may be required by the Purchaser either deliver free or CIP (Carriage & Insurance Paid) or CIF (Cost, Insurance & Freight) at the place/places detailed in the contract, the quantities of the stores 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 or fails to execute installation and Commissioning (I & C) within the period fixed for such delivery/I&C 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/I&C within the period fixed for delivery/I&C in the contract or as extended for each week or part of a week during which the delivery of such stores/I&C may be in arrears where delivery thereof is accepted after expiry of the aforesaid period The upper limit for recovery of liquidated damages will be 10% (Ten Percent) of Total contract value provided in the contract or

- (b) Cancel the contract or a portion thereof and forfeit the security deposit or en cash performance bank guarantee.

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 forth with 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 forfeit security deposit/encash Performance Bank 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.

8.15.3 Form of Indemnity bond is enclosed as Form No.2 in Chapter-9. Indemnity bond duly signed by the bidder shall be submitted, if applicable.

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 cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.

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

- 8.21.2. For the purpose of Clause 8.21.1, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards

such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

8.21.3. Lien in respect of Claims in other Contracts

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

8.22.0. Corrupt Practices

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

8.23.0. Insolvency and Breach of Contract.

- 8.23.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:
 - (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act

for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- (b) If the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.

8.24.0. **Laws governing the Contract.**

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

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

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

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

8.25.0 Headings.

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

8.26.0 Settlement of Disputes/ Arbitration

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

parties shall nevertheless pending the resolution of the Controversy or disagreement, continue to fulfil their obligation under this Agreement so far as they are reasonably able to do so.

8.27.0. **Inspection & Rejection: -**

Where under a contract the price payable is fixed on FOR station of dispatch basis, the Contractor shall, if the consignee rejects the stores 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.

Replacement Services

If the contractor fails to replace/repair the affected part/module within 30 days , the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected part/module
All Modules and	More than 40 days and upto 50 days	25% of the cost of affected

accessories	(from the date of receipt)	part/module
All Modules and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than 60 days (from the date of receipt)	Full cost of affected part/module

- 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.

8.29.0. 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 8.29.0 above.

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 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 one year from the date of acceptance of offer and extendable for another year on mutual consent.
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 value 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. 1

PROFORMA FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GUARANTEE BOND

(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

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

the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the
We shall be discharged from all liability under this Guarantee thereafter.

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

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

We, the Bank further agree that this guarantee shall be invokable at our place of business at/New Delhi (indicate detailed address of local New Delhi Branch with code no.). The branch at New delhi is being advised accordingly. (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the RailTel in writing.

Dated the day of ,2025

for
(indicate the name of the Bank)

1. **Witness**
Signature
Name

2. Signature
Name

रेलटेल
RAILTEL
A Government of India
Undertaking

Form No. 2

INDEMNITY BOND

THIS BOND OF INDEMNITY IS MADE on this day of 2025

BY

M/s.(name of the party), a company registered under the law and regulations of ...Country Name), having its registered office at _____ (hereinafter called "the bidder"), while representing on behalf of M/s _____, a company registered under the law and regulations of _____ having its registered office at _____, acting through Shri (authorized representative in India), of the ONE PART.

IN FAVOUR OF

RailTel Corporation of India limited, CIN: U64202DL2000GOI107905, incorporated and existing within the meaning of section 2(20) Companies Act, 2013 and having its registered & Corporate at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (hereinafter called "the RailTel") of the OTHER PART.

WHEREAS the bidder have participated in a tender no. _____, floated by RailTel, and have submitted its bid on _____.

AND WHEREAS it is agreed by the the bidder is that in case the bidder successful in the said tender and APO/LOA/SPO is issued by RailTel then this Indemnity Bond will become effective from the date of award of tender on the terms and conditions stated here-in-below:

The bidder hereby undertakes a responsibility to fulfill all the formalities in relation to custom clearance on behalf of RailTel.

1. The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty etc. was also submitted in its price bid as stipulated in clause no. 6.11 of Chapter-6 of the tender document. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel.
2. Subsequent to the Import, if any penalty will be imposed by the Tax Authority on RailTel due to wrong declaration/ evasion of tax by using wrong HS code/ incorrect price break-up declaration by the bidder then the bidder shall fully indemnify and save RailTel harmless from and against any and all loss/damages so incurred/ arising out of or with the or with respect to incorrectly informed HS code or wrong declaration in Bill of Entry or incorrect /wrong declaration of Price breakup of indicating all taxes of unit rates against various items of schedule of requirement and associated Bill of material.
3. The bidder shall undertake to complete all the formalities on behalf of RailTel as may be required as per Custom Act, Foreign Trade Policy and other applicable laws, and shall keep RailTel indemnified against all the cost/ penalties/ losses so incurred due to non-compliances with said formalities. If any penalties/ fines will be imposed by the appropriate authority on RailTel due to any irregularities or non-compliances/ wrong

declarations or offences committed under custom rules and regulations and other allied laws, shall be borne by the bidder.

4. RailTel shall be kept indemnified by the bidder against all actions taken by the Govt. or any other agency/ authority for the aforesaid acts of commission and omission.
5. RailTel shall be free to deduct any liability so incurred due to any wrongful act/ application done/ made by the bidder at the time of custom clearance, from any of the outstanding amount which is due for payment or any performance bank guarantee available with RailTel against the subject contract or any other ongoing contract.

IN WITNESS WHEREOF, the bidder have hereunto set its hands on the day and year first hereinabove written.

Signature

(Bidder)

WITNESSES

- 1.
- 2.



Form No. 3

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

To,
 General Manager/Projects,
 RailTel Corporation of India Ltd.
 New Delhi-110023

Dear
 Sir,

Sub: NIL Deviation Compliance for Tender no..... Dt

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

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

All the proposed items to be supplied as per SOR for the technical specifications as mentioned in Annexure-I of Bid.

We hereby certify that the items/materials mentioned in our offer are complete.

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

Place:

Date:

Seal and signature of the bidder

Chapter 10

CHECK LIST (To be filled up & uploaded)

SN	Have you submitted the following documents?	Submitted (Yes/No)
1	Offer letter, Chapter-5	
2	Power of Attorney with Board Resolution.	
3	Proforma for the Long Term Maintenance Support, Annexure-I, Chapter-4	
4	Tender document and Corrigenda duly signed.	
5	Earnest Money Deposit (EMD): Rs 20 Lacs through E-Nivida Portal as per bid data sheet.	
6	Compliance statement for acceptance of Technical specification (Chapter 3) & Instructions and Tender Conditions (Chapter 4, 6, 7, 8 & 11).	
7	Nil deviation certificate	
8	Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc. Chapter 1.	
9	Indemnity Bond, if applicable, Form No. 2, Chapter-9	

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



Chapter-11

Standard condition for the Annual Maintenance Contract

11.1. Introduction

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

- c) **Technical Support service.**
- d) **Repair and Return Services**
- e) **Software Updates.**

11.2. Basic Definitions and terminology Used:-

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

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

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

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

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

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

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

Severity Levels:

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

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

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

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

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

Key Performance Indicators (KPIs):

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

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

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

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

Patch Releases/Maintenance Releases:-

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

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

11.3. Technical Support Service:-

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

11.3.1. Contractor’s responsibilities:

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

- 11.3.1.1 Troubleshoot network problems via phone, virtual private network, or modern connection down to Maintained product component level, or sufficiently to the maintained products as the root cause.
- 11.3.1.2 Provide technical advice and guidance via telephone or email by Contractor’s product specialists located in their Technical Support Centers (TSC). Upon request from RailTel, RailTel will receive information, advice and assistance for the Maintained Products.
- 11.3.1.3 Provide Patch & Maintenance Releases for Maintained Products, as provided in accordance with the applicable product software support policy. For selected products noted on Maintained Products Contractor will remotely install software fixes, patches, and updates that may be made available.
- 11.3.1.4 For Severity Level Critical (Severity 1) and Major (Severity 2) will restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds will be licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.
- 11.3.1.5 Deleted.

11.3.1.6 The Incharge of DWDM equipments shall fill up the history sheet containing the statistics about the health of DWDM equipments installed at the concerned site and send a report to the NOC, on monthly basis. Based on this history sheet the supplier shall analyze the health report of each site and if something alarming or unusual is noticed, shall advise the field staff of RCIL to take necessary actions for preventive maintenance of such equipments. The Proforma for checking the status/history sheet shall be jointly decided by the contractor and RCIL.

11.3.1.7 Software Update:

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

11.3.2 RailTel Responsibility:-

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

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

11.3.2.2 RailTel will provide remote access to Tejas TSC to access their network, either through VPN, ISDN or Team viewer.

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

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

11.3.2.5 RailTel will provide all necessary technical field support in the form of field technical staff equipped with necessary equipments etc. to give remote access to Tejas.

11.4. Repair and Return Services

11.4.1 Repair

11.4.1.1 Contractor's Responsibility:

- a) The Contractor will take- over the defective cards/SFPs from each of the RailTel NOC and hand-over the repaired card at the same location. The following activities will be performed by the contractor:
- b) After receiving a defective part request through Welcome Centre (dedicated phone line or e-mail), the defective part will be taken over by the contractor from each of the RailTel

NOC. All the documentation including identification number (Serial number) will be provided by RailTel.

- c) There will be initial one time activity of all existing faulty cards being repaired by Tejas before commencement of the AMC. AMC will cover only equipment which are in working condition.
- d) **Delivery Period:** The received defective part will be got repaired by the contractor within 30 days from the date of receiving and will be handed over to RailTel authorized representative at NOC. The contractor will also give probable reason for repeated failure of cards/ modules.

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

- 1. RailTel will use its own spare card in the first instance.
- 2. If contractor fails to return the repaired card within stipulated time of 30 days from the date of receipt then the OK (good conditioned) cards/SFPs/parts etc will be provided by the contractor for the subsequent in this period free of cost till replacement with the repaired card.
- 3. All transportation, freight and insurance charges will be borne by the contractor.
- 4. Contractor will keep the record of repair on each defective part/cards/SFP with serial numbers (unique identification) particulars.

11.4.1.2 RailTel's Responsibility

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

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

11.4.2 Return

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

11.5. Services Level Agreement Values (SLA):

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

11.5.1 Technical Support Services

KPIs & SLA:

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

*BE-Best Effort

11.5.2 Repair and Return Services

If the contractor fails to return the card with 30 days, the following penalties will be imposed:

Equipment	Duration of repair	Deduction/Penalties
All Modules and accessories	More than 30 days and upto 40 days (from the date of receipt)	10% of the cost of affected part/module
All Modules and accessories	More than 40 days and upto 50 days (from the date of receipt)	25% of the cost of affected part/module
All Modules and accessories	More than 50 days and upto 60 days (from the date of receipt)	75% of the cost of affected part/module
All Modules and accessories	More than 60 days (from the date of receipt)	Full cost of affected part/module

****END OF THE DOCUMENT****

