

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI NO.: RCIL/NR/EOI/Delhi-DivisionNR/2024-25 DATED 09-SEP-2024

Expression of Interest (EOI) from RailTel's Empaneled Business Associate Partners for Selection of Implementation Partner for exclusive PRE-BID TEAMING ARRANGEMENT for "Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, Railtel and Rail Bhawan".

Issued by:



RailTel Corporation of India Ltd

(A Mini-Ratna PSU under Ministry of Railways)

Regional Office, Delhi

Website:- <https://www.railtelindia.com>

Ad.
9/9/24
AKM/fi

Rajesh
Sr. Asst. Mktg.
9.9.24

[Signature]
Sr. Asst. Proj. NR
9.9.24

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether bid or not to bid.

While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

End Customer Tender Details

Tender Title	Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, RailTel and Rail Bhawan.
Tender No.	558-Sig-16-Tele-OT-1004 (Year 2024-25)
Date of Tender upload	20/08/2024
Floated on portal	www.ireps.gov.in

Search Tender

Active Tenders Closing Today
All Active Tenders
Recently Closed Tenders
Custom Search
Custom Search (For live Tender-AI Based)
Live & Upcoming e-RA
Closed e-RA

(Please choose one or more option for search, view & Downloading E-Tender Notices and Click 'Show results' to view Details of E-tenders)

Search Criteria: Name Of Work Containing Search For : quantum

Note:- Please enter minimum first 3 characters of Tender Number or PLNO (these are case sensitive) or any 3 consecutive characters of Tender title or item description.

Organization Indian Railway

Railway/PU * Northern Railway

Unit All

Tender Status: All

Bidding System All

Work Area * All

Department * All

Tender Type: All

Select Date Tender Closing Date From 01/07/2024 To 30/09/2024

Show Results

Tender search results 2

Deptt./Rly. Unit	Tender No	Tender Title	Status	Work Area	Due Date/Time	Due Days	Actions
DELHI DIVISION-S AND T/NORTHERN RLY	558-Sig-16-Tele-OT-1002	Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC.....	Cancelled	Works	05/08/2024 15:00	LAPSED	
DELHI DIVISION-S AND T/NORTHERN RLY	558-Sig-16-Tele-OT-1004	Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC.....	Published	Works	13/09/2024 15:00	7	

Bidder is required to download and read complete RFP/ clarifications/ reply to pre-bid queries/ subsequent amendments/ subsequent corrigendum issued by the end customer till the last date of submission of response to this EOI. Submitting response/ bid to this EOI will be considered as that the bidder has submitted technical and financial bid considering all the entities mentioned above and agrees to all terms and conditions mentioned in end customer RFP and will not deviate from the quoted technical and financial solution.

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EOI NOTICE

RailTel Corporation of India Limited, Northern Region, Shastri Park New Delhi 110053

EOI NO.: EOI NO.: RCIL/NR/EOI/Delhi-DivisionNR/2024-25 DATED 09-Sep-2024

RailTel Corporation of India Ltd., (here after referred to as “RailTel”) invites EOIs from RailTel’s Empaneled Business Associate Partners for Selection of Pre and Post Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for “Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, RailTel and Rail Bhawan”.

The details are as under:

SCHEDULE OF EVENTS

1	Date of EOI Floating	09-Sept-2024
2	Last date for submission of Bids against EOI	11-Sept-2024 at 15:00 Hours
3	Opening of Bids received against EOI	11-Sep-2024 at 15:30 Hours
4	Number of copies to be submitted	Single Stage (Two Packet System)
5	EOI document cost inclusive tax (non-refundable)	Nil
6	EOI processing fee inclusive tax (non-refundable)	As per ENivida Portal
7	Estimated amount of EOI	Rs.12,59,30,562.13/- (Excl of GST)
8	EMD for Pre-Bid Arrangement	EMD : Rs. 12,59,310/-
9	Bid Submission Mode	Online on https://railtel.enivida.com

*Note: RailTel reserves the right to change the above dates at its discretion.

while participating in EoI the bidder needs to submit EMD of Rs. 12,59,310/- (Rs. Twele lacs fifty-nine thousand three hundred ten rupees only) along with the EOI. EMD can be paid as under:

- **Online payment on E-Nivia Portal only.**
 - **NEFT/ RTGS:** Account Name: RailTel NR Collection Account Bank Name: Union Bank of India Branch Name: Connaught Place Delhi, Account Number: 307801010917906, IFSC Code: UBIN0530786, MICR Code: 110026006
 - **Demand Draft:** In favor of RailTel Corporation of India Limited payable at New Delhi.
 - **Bank Guarantee:** It may be noted EMD Rs. 12,59,310/- is to be deposited online EMD can be paid in

form of Bank Guarantee in format attached as per annexure-9 issued by any scheduled commercial bank/Nationalized Bank, valid for 90 days beyond bid validity period.

The EMD should be in the favor of RailTel Corporation of India Limited payable at Delhi through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

RailTel Bank Details for Submission of EMD / PBG:

RailTel SFMS details –

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

IFSC Code of ICICI Bank to be used (ICIC0000007). Unique reference (RAILTEL6103) in field 7037}.

Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

Name : Sh. Sanjay Kumar

Email: sanjaysanwaria@railtelindia.com

Contact: 7827570068

Name: Sh.Rajeev Saroha

Email: rajeev.saroha@railtelindia.com

Contact:9004444143

Name : Sh. Pushpender Kumar

Email: pushpenderkumar@railtelindia.com

Contact: 9871146592

Note:

1. The EOI response is invited from eligible Empaneled Partners of RailTel only.
2. All the document must be submitted with proper indexing and page no.
3. This is an exclusive pre-RFP partnership arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorised signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other Organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to prospective customer Organization by RailTel). This undertaking has to be given with this EOI Response.
4. Transfer and Sub-letting: The Business Associate has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

5. Bidder has to agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP (**item No.1, 3, 5 & 9 of Schedule**).
6. Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the end Customer Organization's tender in favour of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for bidding in the concerned tender of CoR, if their proposed solution is quoted to the customer.
7. The selected bidder will have to accept all Terms & Conditions of CoR RFP on back-to-back basis.
8. Any corrigendum(s) issued by CoR against pertinent tender/RFP shall be the part and scope of this EOI document on back-to-back basis.
9. No exemption/relaxation is applicable to MSME/Startups.
10. Only, the eligibility clause/criteria and marks scoring criteria for SI/BA (Prospective BA/SI) as mentioned in CoR's RFP is not applicable on the bidder/BA applying against this EOI. Rest all Terms & Conditions of RFP floated for pertinent tender will be complied by SI/BA/bidders.
11. However, OEM considered by SI for this project have to mandatorily comply all the eligibility & technical criteria/compliance on back-to-back basis in line with COR RFP and corrigendum(s) issued thereof.
12. Please refer CoR RFP Payment terms as this will remain applicable on back-to-back basis on successful bidders.
13. Bidder may check the price/commercial bid as per BOQ and match the same with FORMATS FOR SUBMISSION OF THE COMMERCIAL BID of CoR's RFP and if found any discrepancy, may be brought in the notice of RailTel immediately and may modify their financial bid format as per CoR RFP financial bid document.
14. This is a customer centric bid on back-to-back basis. The benefits of MSME shall not be applicable on this EOI & Work Order issued basis this EOI.
15. All terms and conditions including SLA/Payment/Penalties will be applicable back-to-back to the bidder.
16. No advance payment is applicable in the EOI and payment will be released on receipt from the COR.
17. Offline documents like POA, NDA, Integrity pact and affidavit must be reach to RailTel office before opening of bid.

1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fibre network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Navratna” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

In this regard, RailTel intends to submit Techno-Commercial offer to Customer of RailTel (CoR) in NWR (hereafter referred as ‘CoR’) and accordingly seeks to select a suitable partner for pre-bid arrangement.

RailTel intends to submit Techno-Commercial offer to Customer of RailTel (CoR) for Provision of Quantum key distribution-based encryption for highly sensitive data communication between Sena Bhawan, IRCTC, Railtel and Rail Bhawan”.

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

Bidder has to agree to comply with all OEM technical & financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the EOI (item No.1, 3, 5 & 9 of Schedule). Bidder also undertake to submit MAF of major items of the proposed solution and other documents required in the EOI in favor of RailTel against the proposed products. The selected BA has to provide MAF from the OEM in the name of RailTel for further submitting proposal to CoR, if their proposed solution is quoted to the customer.

The details of pertinent tender are as below:

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner to submit best techno commercial proposal to CoR for the complete scope of work as mentioned in the EOI. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

The make and model shall be clearly mentioned in the proposal.

3. Scope of Work & Partner Selection

Scope of Work

The scope of work will be as mentioned in CoR RFP, available on portal www.ireps.gov.in with Tender reference no. 558-Sig-16-Tele-OT-1004 (Year 2024-25) dated 20.8.24

Special Note: RailTel may or may not retain some portion of the work mentioned in the EOI where RailTel has competence so that overall proposal becomes most winnable proposal.

Purpose of EOI

The intent of this EOI is to invite proposals from the prospective bidders for **Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, RailTel and Rail Bhawan.**

- 3.1 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide and maintain services with allied items for the period maintenance at locations as mentioned in EOI. Being turnkey in nature, successful bidder once awarded with the order, has to successfully

commission the solution with complete satisfaction of the customer and any item explicitly mentioned or not mentioned, has to be provisioned without any further escalation of the cost to customer of RailTel. An undertaking of end to end no escalation in financial and compliance of technical aspects related responsibility has to be given by successful bidder to RailTel. Any expense/cost escalation during commissioning and Warranty period if any required in turnkey solution commissioning will be the responsibility of the Successful bidder and same will be absorbed by successful bidder, in case customer may not pay for it to RailTel. If CoR may pay such charges then only successful teaming partner will be entitled for such amount. Any financial claim of BA partner in future for successful commissioning and during warrant period, may not be entertained without receipt of money by RailTel from customer in any circumstances.

3.2 Solution provider need to offer solution with no single point of failure in hardware and without any downtime in operations at customer premise of CoR. SLA shall be applicable on back to back basis as per the CoR's RFP.

3.3 Bidder may submit their response in form of duly signed and stamped and submit techno-commercial bid at the E-nivida portal through Online mode, within the stipulated date and time, as mentioned in this EOI document.

3.4 Interested partners may note that this is a Single stage Two Packet Bid.

3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

3.6 Stage -I : Technical Bid contains following :-

S.No.	Type	Eligibility Criteria	Documents Required
1	Turnover	The bidder must have cumulative turnover of 150% in the previous THREE financial years and current financial year up to the date of inviting of EOI for the estimated amount of EOI.	Audited Balance Sheet and CA certificate
2	Net Worth	The bidder should have positive net worth as on 31-MAR-2024.	Audited Balance Sheet and CA certificate I.
3	Experience	(a) The bidder must have successfully completed any of the following similar nature of work during preceding 7 financial years (i.e. current year and last 07 (Seven) previous financial years), ending last day of month previous to the one in which EOI is invited, as	Copy of Purchase/ Work Order and completion/ satisfactory performance certificate issued by client. Work experience certificate issued by Govt. Organization or Public listed company (with minimum average annual turnover of Rs.500Cr and listed

S.No.	Type	Eligibility Criteria	Documents Required
		<p>1. One similar work of 60% of estimated amount of EOI. OR</p> <p>2. Two similar works each of 40% of estimated amount of EOI. OR</p> <p>3. Three similar works each of 30% of estimated amount of EOI.</p> <p>Definition of similar work: Similar work means “Any work of supply, installation, testing & commissioning of Quantum key distribution-based encryption for secure data commination.”. OEM should have at least one single Govt. order for QKD - Hub n Spoke.</p> <p>Or</p> <p>Any work involving supply, installation, testing & commissioning of Data communication equipment/ server/ software</p> <p>Or</p> <p>Any work involving AMC of Data communication Equipment.</p> <p>(b) In case of tender for composite works (e.g works involving more than one distinct component, such as civil Engineering works, S&T works, Electrical works, OHE works etc. and in cae of major bridges-substructure, superstructure) bidder must have successfully completed or substantially completed any one of the following categories during last 3 financial years (i.e. current year and last 03 (three) previous financial years), ending last day of month previous to the one in which EOI is invited:</p> <p>1. One similar work of 60% of estimated amount of each component of EOI.</p>	<p>on National Stock exchange/Bombay stock exchange) shall only be considered.</p> <p>For ongoing works: Ongoing works will be considered for value of executed work (minimum 70% work executed) certified by PO issuing authority / customer mentioning completed work value on the certificate along with satisfactory completion certificate for work completed so far.</p>

S.No.	Type	Eligibility Criteria	Documents Required
		<p>OR</p> <p>2. Two similar works each of 40% of estimated amount of each component of EOI.</p> <p>OR</p> <p>3. Three similar works each of 30% of estimated amount of each component of EOI.</p>	
4	Empanelment	All Business Associate empaneled with RailTel.	Copy of Empanelment letter and Empanelment PBG submitted, if any.
5	POA	The bid should be duly signed and submitted by Authorized Signatory. The bidder has to submit notarized of non-judicial stamp paper of appropriate value Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney	Bidder has to submit the Power of Attorney of the authorized signatory
6	Annexure - 01	EOI COVER LETTER	
7	Annexure - 02	Local Content Compliance	Bidder has to submit the local content % for the proposed solution
8	Annexure – 03	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to provide the filled list of checklist.
9	Annexure – 04	Commercial Bid	Bid sheet (without price) to be provided by Bidder in Technical Offer.
10	Annexure - 05	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Proforma shall be used per EOI bidder
11	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid
12	Annexure 07	Pre-Bid Agreement	Bidder has to submit the acceptance of the pre-bid agreement however the final signing will be done with L1 bidder on mutual discussion.
13	Annexure 08	Integrity pact (Submitted in two copies).	Bidder has to submit the signed copy of integrity pact along with bid.
14	Annexure 09	EMD BANK GUARANTEE FORMAT	Bidder has to submit the EMD Payment in the format attached, if desire to submit in the form of BG.
15	Annexure 10	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid. In case of Non-submission of Affidavit, BID SHALL BE SUMMARILY REJECTED.

S.No.	Type	Eligibility Criteria	Documents Required
16	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment
17	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking in Organization letter head.
18	Non - Black Listing	Bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit an undertaking on letterhead duly signed and stamped by authorized signatory for non-black listing.
19	No arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit an undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder

1.7 Based on evaluation of outcome against 3.6, whoever may qualify as per 3.6 and further complying technical requirement with supporting documents of OEM MAF, datasheets (if required by CoR as per SoR of EoI Items), BOQ/BOM may be treated as technically qualified partner for Stage-1. Bidders selected above will be treated as eligible for financial bid opening.

3.8. Stage-II: Financial Bid: Annexure 4 and 4A of EOI is for financial quote.

3.9. For the opened bid as per outcome of Clause 3.7 above, the bidder will be selected on the lowest quote (L-1) basis. The so selected partners will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')'. Further, RailTel reserves the right to have negotiation with the CSP. In case Customer of RailTel may go for further negotiation, same is applicable on back-to-back basis with Business Associate with due diligence by committee members.

3.10. As of now, EoI response from interested partners is invited considering that the selected partner will be responsible for delivering of 'Scope of Work' as mentioned in the EOI document and subsequent corrigendum if any. However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the CSP at any point of time during the engagement period. (The day at which 'CSP' is declared, will mark the start of engagement period. The period will be valid till final outcome of this proposal is announced by CoR. In case, RailTel comes out to be winner of the CoR tender/nomination/proposal, then the engagement period will get auto-extended to the period RailTel serves CoR for the concerned tender, unless terminated earlier by RailTel as per terms and conditions mentioned in this EoI document). In this scenario, commercial engagement with the CSP will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the CSP.

3.11. RailTel on the basis of inputs / factors available to it from various resources, past experiences of its ICT projects/Signaling and on the basis of negotiated (in case) commercial bid of the CSP, will endeavor to

place best techno-commercial bid in response to the pertinent CoR's requirement. Further relationship with CSP will be based on the outcome of pertinent CoR's requirement.

4 Compliance Requirements and Eligibility Criteria for Interested Bidders

4.1. The interested bidder should be an Empaneled Partner with RailTel on the last date of bid submission of EOI & has to provide relevant documents to qualify as per Clause 3.6.6 of this EOI.

4.2. The interested bidder should submit Earnest Money Deposit (EMD) if applicable, in the format as mentioned in this EOI document along with the bid.

4.3. The interested bidder should be in compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions.

4.4. The interested bidder should submit an undertaking for maintaining of 'Local Content Compliance' and shall submit a self-certified, certificate mentioning the 'Local Content Percentage' duly signed and stamped by statutory auditor or cost auditor or authorized signatory of the interested partner. This will not be a binding clause in cases where endcustomer has not asked Local Content Clause/Make in India Clause in their Current RFP or proposal to be submitted to customer as an outcome of this eoi.

4.5 The bidder has to mandatorily provide all Annexures of EOI and corrigendum(s) thereof, in the name of RailTel Corporation of India Limited addressing the tender issuing authority.

4.6. The interested bidder should not be backlisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI.

4.7. There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI.

4.8. The interested bidder shall not have a conflict of interest with one or more bidding parties. Participation of interested bidder(s) with a conflict-of-interest situation will result in the disqualification of all bids in which it is involved. A bidder may be in a conflict of interest with one or more parties if including but not limited to:

a. Have controlling shareholders as his/her family members viz. spouse, son, daughter, father, mother or brother etc. in common or;

b. Have a relationship with each other directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another interested partner.

4.9. The interested bidder should not be seeking / extending / exploring similar arrangements / engagements with any other organization except RailTel, for the CoR tender.

4.10. The interested partner should have a valid Goods and Service Tax Identification Number (GSTIN), as on the last date of submission of EOI.

4.11. RailTel is not getting MSME/SME/Start up benefit from end customer and hence no such benefit passed to BA in any circumstances at any point of time.

4.12. In addition to above clauses, bid of interested bidder should be in compliance to terms and conditions and technical requirements of the pertinent CoR tender as referred above.

Note: The interested bidder should submit duly signed and stamped EOI cover letter as per the format mentioned at Annexure-01 of this EOI document, as unconditional submission of meeting the clauses mentioned above, from Clause 4.1. to Clause 4.11.

5 Proposal Preparation and Submission Cost

5.1. The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

6 Amendment to EOI Document

6.1. At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website only. The interested bidders are advised to visit the RailTel website on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

7 Bid Validity Period

7.1. Bid of Interested partners shall remain valid for the period of 90 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if called upon to do so by RailTel. The request and the responses thereto shall be

made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of **90 days** from the last date of extended bid validity period.

8 Right to Terminate the Process

8.1. RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason.

2 Language of Bid

9.1. The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

10 Submission of Bid

10.1. The interested bidder should take into account any Corrigendum to this EOI document that may have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.

10.2. Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.

10.3. An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.

11 Rights to Accept / Reject any or all EOI Response

11.1. RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's

action.

12 Payment Terms

12.1. Payment will be on '**back-to-back**' basis and as per the payment terms mentioned in the Scope of Work (Annexure-12). No advance will be payable to BA, if any advance received by RailTel from customer.

12.2. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services. Any deduction /Penalties levied by CoR on invoices of RailTel will be carried **back-to-back** and will be deducted from CSP's invoices on actual basis.

12.3. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- i PO copy issued to selected vendor.
- ii Payment Proof that the end customer has paid to RailTel for the period claimed by selected bidder/vendor against invoices raised by RailTel for such services.
- iii Submission/Declaration of applicable BG amount against PO issued to selected bidder/vendor.
- iv Original Invoice for the period claimed.
- v TDS declaration.
- vi GST submission by Bidder to RailTel.
- vii Photocopy of all documents submitted by RailTel along with their invoice to customer.

13 Performance Bank Guarantee (PBG) and Security Deposit

13.1. In case of successful participation by RailTel in the pertinent CoR's requirement and subsequent engagements with CSP, The CSP shall at its own expense, deposit with department, within fifteen (15) working days of the notification of award (done through issuance of the Purchase Order / Work Order etc.) and communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '**5 (%)**' of the contract value. The quantum of this 'percentage (%)' will be equal to the PBG % as asked by CoR from RailTel. All charges whatsoever such as premium, commission, etc. with respect to the PBG

shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e., from 22nd day after the date of issue of LOA. If the CSP fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated.

13.2. The PBG should have validity for a period of 3 months beyond the contract period including installation timeline. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discern. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.

13.3. RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

13.4. If the service period gets extended by virtue of extension of same by CoR, PBG should also be extended accordingly.

13.5. During the contract period, RailTel may issue Purchase Order(s) for the additional services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.

13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.

13.7. In case CoR has sought any other types of PBG in this contract at present or in future or else Integrity Pact PBG (presently or in future), same remain applicable on selected Bidder. The Said PBG will be issued by Selected Bidder from Scheduled Bank favoring RailTel Corporation of India Limited. No Indemnity Bond in lieu of such PBG will be accepted by RailTel.

13.8 If CoR ask for submission of PBG for value more than 5%, same also needs to be submitted by the selected BA.

13.9 Security Deposit (SD): The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the CSP with his tender will be retained/encashed by the RailTel as part of security for the due and faithful fulfillment of the contract by the CSP. In case of non-submission of Security Deposit by CSP, RailTel shall recover the same from the running bills @ 6% till recovery of SD till the full Security Deposit is recovered.

14 Details of Commercial Bid / Financial Bid

14.1. Interested partner should submit commercial bid strictly as per the format mentioned by CoR in the pertinent tender document or subsequent corrigendum (if any).

14.2. The commercial bid should only be quoted as (%) Above/Below the schedule of rates both in figures as well as in words. If there is discrepancy in quoted rates in figure and words, then value quoted in words shall be considered. The quoted rates should include all taxes direct or indirect Including Income Tax leviable under Central/State or Local Bodies Act or Rules, Octroies, Tolls, Royalties, Seigniorages, Cess and similar imposts that may be prevailing from time to time in respect of land, structures and all materials supplied in the Performance of this Contract.

14.3. The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.

14.4. The quantity of 'Line Items' may vary at the time of placing of Purchase Order orduring the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.

14.5. It is also possible that CoR may surrender / increase, some or all of the quantitiesof service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

14.6. It is also possible that during the contract period, CoR may raise Purchase Orderto RailTel for the line items (and respective quantities) which are not mentioned in the pertinent tender of CoR. In such scenario, RailTel at its sole discretion, may extend the scopeof the contract with CSP by placing order to CoR, **on back-to-back basis.**

14.7. In addition to the Payment Terms, all other Contractual Terms will also be on '**back-to-back**' basis between RailTel and CSP, as mentioned in the pertinent CoR's tender. MAF (Manufacturer's Authorization Form) in the name of RailTel from the OEMs, whose product is mentioned in commercial bid format, should also be ensured by the partner. The MAF format and required content should be in-line with CoR's tender, if specifically asked by CoR in a particular format.

15 Duration of the Contract Period and Completion Period

The Contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. **Indicative Completion period for the project is 12 months with Maintenance period of six months from date of completion, subject to successful participation of RailTel in the pertinent CoR's tender.** The contract duration can be renewed /extended by RailTel at its discern, in case CoR extends /renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel.

16 Restrictions on 'Transfer of Agreement'

16.1. The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created.

17 Suspension, Revocation or Termination of Contract / Agreement

17.1. RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent. During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

17.2. RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of one (01) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract /agreement under any of the following circumstances:

- a) The CSP failing to perform any obligation(s) under the contract / agreement.
- b) The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- c) Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- d) The CSP going into liquidation or ordered to be wound up by competent authority.
- e) If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the

conditions, as deemed fit under the circumstances.

- f) It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breachliable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- g) Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSPavailable with RailTel can be forfeited.

18 Dispute Settlement

18.1. In case of any dispute concerning the contract / agreement, both the CSP 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.

18.2. The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.

18.3. All arbitration proceedings shall be conducted in English.

19 Governing Laws

19.1. The contract shall be interpreted in accordance with the laws of India. The courtsat New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of thiscontract.

20 Statutory Compliance

20.1. During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.

20.2. The Bidder shall comply and ensure strict compliance by his/her employees andagents of all applicable Central, State, Municipal and Local laws and Regulations and undertaketo indemnify RailTel, from

and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

21 Intellectual Property Rights

21.1. Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.

21.2. Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EoI and subsequent contract in any circumstances.

22 Severability

22.1. In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

23 Force Majeure

23.1. If during the contract period, the performance in whole or in part, by other 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 EVENT), provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the 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 contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

23.2. 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 contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of ForceMajeure leading to such termination.

24 Indemnity

24.1. The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an “Indemnified Party”) promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney’s fees and disbursements) and expenses (collectively, “Losses”) to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:

- a) Any mis-statement or any breach of any representation or warranty made by CSP or
- b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issued in India, or (iii) constitutes misappropriation or unlawful disclosure or use of another Party’s trade secrets under the laws of India (collectively, “Infringement Claims”); or
- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

24.2. Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

25 Limitation of Liability towards RailTel

25.1. The CSP liability under the contract shall be determined as per the Law in force for the time

being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

25.2. This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

26 Confidentiality cum Non-disclosure

26.1. The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.

26.2. Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:

- a) Is already known to the receiving Party at the time of disclosure:
- b) Is or becomes part of the public domain without violation of the terms hereof;
- c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
- d) Is received from a third party without similar restrictions and without violation of this or a similar contract.

26.3. The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law's

26.4. Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

26.5. This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination

of this contract.

27 Assignment

27.1. Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

28 Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per CoR tender specified terms. Project insurance covering all aspects of the project needs to be taken by the CSP.

29 Exit Management

29.1. Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

29.2. Confidential Information, Security and Data: CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

- a) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;
- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

29.3. Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

29.4. Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the ‘Exit Management’ clause due to administrative convenience or any other reasons as deemed fit.

30 Changes in Contract Agreement, Variation in Quantity and Shramik Kalyan Portal

30.1. No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel.

30.2. **Variation in Quantity:** Variation shall be applicable as per the requirement of Customer of RailTel

30.3. **Updation of Labour data on Railway’s Shramik kalyan Portal-** All terms & conditions are applicable same as per CoR tender.

30.4. All terms and conditions shall be applicable on back to back basis as per the final acceptance/negotiation with the customer of RailTel.

31 Liquidated Damage (LD):

Liquidation Damages (LD) shall be governed by the end customer RFP / tender terms and shall be applicable on bidder as per actual on back-to-back basis. Any deduction in payment on grounds of LD shall be carried to bidder as per figures actually charged by end customer on back-to-back basis..

32 Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any

right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

33. All Terms and condition s are back-to-back basis

34. Penalty /Recovery/other terms and conditions/SLA are back-to-back basis.

EOI COVER LETTER
(On Organization Letter Head)

EoI Ref No.:

Date:

To,
GM (Mktg),
RailTel Corporation of India Limited.

Dear Sir/Madam,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 (from Clause 4.1 to Clause 4.11) of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions against this EOI based on customer's requirement. I understand that all clauses of customer RFP are applicable on back-to-back basis and SLA/Penalty/LD deducted by customer will be applicable on our payments on back-to-back basis.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI.

Signature of Authorized Signatory

Name

Designation

Local Content Compliance
(On Organization Letter Head)

EoI Ref No.:

Date:

To,
Executive Director (Mktg) & TM Jaipur,
RailTel Corporation of India Limited.

Dear Sir/Ma'am,

I, the undersigned, on behalf of M/s , hereby submits that our technical solution for the 'Scope of Work' mentioned under the EoI document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the EoI under reference, as defined under the order No. P-45021/2/2017-PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/sfulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid of M/s on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this EoI.

Signature of Authorised Signatory

Name

Designation

CHECKLIST OF DOCUMENTS FOR BID SUBMISSION

S. No.	Document	Document Enclosed (Yes/No)	Pg.No.
1	Proof of submission of Tender Processing Fee and EMD.		
2	Authorization Letter/ POA and all Annexures/ Appendices given in the EOI documents.		
3	All undertakings on company letter head as required/ stated in the EOI document duly signed and stamped by the authorised signatory.		
4	The copy of EOI and subsequent addendum/ corrigendum duly Signed and Stamped by the Authorised Signatory of Bidder		
5	All Annexure/ Appendices/Formats/ Declarations as per CoR's RFP for tender ref. no 558-Sig-16-Tele-OT-1004. addressing to RailTel's EOI issuing Authority.		
6	Compliance of eligibility criteria related documents as per Clause 3 and supporting documents.		
7	Any relevant document found suitable by bidder		
8	Empanelment certificate issued by RailTel to BA.		

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be Serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Commercial Bid

(On Organization Letter Head) TO BE UPLOADED IN FINANCIAL OFFER

EoI Ref No.:

Date:

To,

GM/Mktg,

RailTel Corporation of India Limited.

1. NIT HEADER

Name of Work	Provision of Quantum key distribution-based encryption for highly sensitive data communication between Sena Bhawan, IRCTC, RailTel and Rail Bhawan.
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2. Schedule

S.No	Item	Qty	Estimated Cost (In Rs.) Incl. of tax
A	B	C	d
1	Supply of Quantum Key distribution (QKD) System with EMS Software at Rail Bhawan (Hub Location), Sena Bhawan (Spoke Location), IRCTC (Spoke Location) and Railtel (Spoke Location) as per TEC Standard No.91000:2022 or latest. The Tenderer shall either be OEM or submit along with their offer, tender specific authorization from the OEM certifying that the OEM shall provide technical support during execution of the work as well as post commissioning maintenance support. The OEM shall have Technology approval/Type Approval certificate from DOT as per TEC Standard.No.91000:2022 or latest. The Certificate clearly mentioning Standard for GR.No.,Amendment No.and date shall be submitted along with the offer. Inspection by TEC. Payment shall be done as per Clause.no.34 of Tender Document.	(As per the COR)	99667973.12
2	Installation, Testing, Commissioning, Configuration with Training Aids and Manuals in English for Quantum Key distribution (QKD) System. It also includes Classroom/On-Site training of staff for 25 Man-Days for OAM (Operations, Maintenance and Administration) of Quantum Key distribution (QKD) System As per	(As per the COR)	22421371.63

	instructions by Consignee. Payment shall be done as per Clause.no.34 of Tender Document.		
3	Supply, Installation, Testing, Commissioning and configuration of Router with Redundant power supply having minimum 4 Nos of Ethernet (RJ-45) WAN Ports and minimum 4 X 1G (Optical) SFP Ports with supply of 4 Nos of 1G SFP Optical Transceivers Modules as per clause no. 6.0 of RDSO/SPN/TC 84/2008, Rev -0 with latest amendments and versions. Inspection by RITES. Payment shall be done as per Clause.no.34 of Tender Document.	(As per the COR)	2338800
4	Supply of Remote Monitoring system as per technical specification given in Para.no.1.1.1 of Chapter-III. Inspection by Consignee.Payment shall be done as per Clause.no.34 of Tender Document.	(As per the COR)	156151.05
5	Supply and configuration of Linux Server (Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache or better, Turbo, HT (120W) DDR4-2666 16 DIMMS 4X16GB RDIMM 3.5" Chassis with up to 8 Hard Drives 2x1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive). Inspection by RITES. Payment shall be done as per Clause.no.34 of Tender Document.	(As per the COR)	537372
6	Supply, Installation, Testing and commissioning of 2 KVA on line UPS with 1600 VAH back up as per technical specification given in Para.no.1.1.2 of Chapter-III. Inspection by Consignee. Payment shall be done as per Clause.no.34 of Tender Document.	(As per the COR)	88653.77
7	Supply, Installation, Testing and commissioning of 5 KVA on line UPS with 8000 VAH (1+1) back up. It Shall comply to TEC/GR/FA/UPS-001/05 / MAR 2019 (TEC Standard Number: TEC 66140:2019) with latest amendments,Version. i) The UPS shall have Voltage Regulation form 160VAC to 260 VAC. ii) The UPS shall work on single Phase AC input. iii) The UPS shall have standard Lightening and Surge Protection. iv) The UPS shall be provided with all compatible cable connectors, battery stand etc. Inspection by Consignee. Payment shall be done as per Clause.no.34 of Tender Document.	(As per the COR)	178464.81
8	Supply & Installation of Networking Rack 19"/42U with all accessories as per Technical specification given in para.no.1.1.3 of Chapter-III. Inspection by Consignee. Payment shall be done as per	(As per the COR)	94905.81

	Clause.no.34 of Tender Document		
9	Supply, Installation, Testing, Commissioning and configuration of 24 nos of 10/100/1000 Base-T PoE+ ports layer-2 switch with two nos 10GBase-Tports, 2 Nos. 10G SFP+ Ports stackable managed switch 370 watts PoE Budget from Day 1 and potential to be expanded to 740 watts with supply of 2 nos of 10G SFP+ Singlemode optical transceiver modules as per Clause No.5.0 of RDSO Specs.No. RDSO/SPN/TC/83/2020 Ver.2.1 with Latest amendments and Versions. Inspection by RITES. Payment shall be done as per Clause.no.34 of Tender Document.	(As per the COR)	446869.92
Total Estimated Cost : Rs.			

Total Amount of BoQ = Rs. 12,59,30,562.2/-

Bidder's offer: "I/We hereby offer to do the work at following rates."	
In Figure:	% Above/ At Par/ Below the schedule of rates
In Words:	% Above/ At Par/ Below the schedule of rates

Signature of Authorized Signatory

Name:

Designation:

Place

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On Stamp Paper of ₹ One Hundred)

To,
GM (Mktg/NR)
RailTel Corporation of India Limited.

1. In consideration of the RailTel Corporation of India Limited (CIN: L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt(CIN :) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No.dated made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs. Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) 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 of any of the terms or conditions contained in the said Agreement.

2. We, the Bank 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 by the said Contractor of any of terms or conditions contained in the said Agreement 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 (Rs.. Only).

3. We, the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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 shall have no claim against us for making such payment.

4. We, the 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 and accordingly discharges this Guarantee. Unless a demandor claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, the Bank further agree with the RailTel that the RailTel shall have 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 or to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor 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 or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor.

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

Dated the Day of 2023 for (Name of Bank)

In the presence of Witnesses:

1. Signature With Date Name

2. Signature With Date Name

Encl: SFMS PBG Report

{RailTel SFMS details –

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

IFSC Code of ICICI Bank to be used (ICIC0000007). Unique reference (RAILTEL6103) in field 7037}.

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made and entered into on this_____day of_, 2023 (the “Effective Date”) at_.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 & Northern Region office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

_____) (CIN: _____), a company duly incorporated under _____ the provisions of Companies Act, having its registered office at _____, (hereinafter referred to as ' _____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as “Party” and jointly as “Parties”

WHEREAS, RailTel and _____, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists,

inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the “Information”);

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the “Disclosing Party”) to the other Party (each Party, in such receiving capacity, the “Receiving Party”) subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

(a) Receiving Party shall:

- (i) hold all Information received from Disclosing Party in confidence;
- (ii) use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- (iii) restrict disclosure of such Information to those of Receiving Party’s officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the “Representatives”) who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

(b) The restrictions on Receiving Party’s use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

- (i) is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
- (ii) at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
- (iii) is approved for release by written authorization of Disclosing Party; or
- (iv) is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c)Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

(a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

- (i) written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
- (ii) oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

6. Return or Destruction of Information.

(a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

- (i) termination of this Agreement;
- (ii) expiration of this Agreement; or
- (iii) Receiving Party's determination that it no longer has a need for such Information.

(b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

8. Notice.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;

- (ii) by overnight courier, upon written verification of receipt; or
 - (iii) by certified or registered mail with return receipt requested, upon verification of receipt.
- (b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:

Address:

Phone:

Email.:

Attn:

Address:

Phone:

Email

9. Term, Termination and Survivability.

- (a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
- (b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
- (c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
 - (i) In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - (ii) not apply to any materials or information disclosed to it thereafter.

10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

12. No Definitive Transaction. The Parties hereto understand and agree that no contractor agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

(a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

(b) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

17. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

18. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

21. UNPUBLISHED PRICE SENSITIVE INFORMATION (UPSI)

_____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be

deemed to be “Connected Persons” within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel.

22. MISCELLANEOUS.

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party’s right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

RailTel Corporation of India Ltd

By

By

Name:

Name:

Title:

Title:

Witnesses:

Pre Bid Agreement

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

This Pre-Bid Agreement (the “**Agreement**”) is made at Jaipur on this ____ Day of _____(month) 2023.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053 (hereinafter referred to as “**RailTel**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**.

AND

M/s. XXXX, (CIN: _____) a company registered under the Companies Act 1956, _____ having its _____ registered office at _____ and its Corporate Office located at _____, (hereinafter referred to as “XXXX” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

RailTel and _____ shall be hereinafter individually referred to as “**Party**” and collectively as “**Parties**.”

WHEREAS,

- A) RailTel is a "Navratna (Category-I)" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified datacentres at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, WiFi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B) _____(DETAILS OF SECOND PART)

C) RailTel had floated an **EOI No:** _____ **dated**
pursuant to the RFP floated by End Customer for“_____
for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said
work/project/tender”), and subsequently, based on the offer submitted by M/s XXXX towards the
RailTel’s EOI, M/s XXXX has been selected by RailTel as Business Associate for the said Project.

D) RailTel is in the process of participating in the tender issued by end customer, complete details of which have
deliberately not been shared with XXXX and XXXX has waived its right to get the RFP document of end
customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on
‘need to know basis’ and as detailed in clause

1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation
of “XXXX” that “XXXX” has read the said limited Scope of Work and has understood the contents thereof and
that “XXXX” has sufficient experience to execute the said limited and defined scope of work, the Parties have
mutually decided to form a “ Business association” wherein RailTel shall act as the “Bidder” and “XXXX”
shall act as the “business associate” in terms of the said Tender and in accordance to the terms agreed hereunder;

E) RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an
Integrity Pact bank guarantee to end customer and accordingly “XXXX” shall submit Rupees ZZZZ as BG of
pre integrity pact on back to back

basis to RailTel before final submission of the said bid to end customer. **(This is applicable on cases to case
basis as per CoR requirement. May please read in conjunction of the current RFP.)**

F) Party hereby acknowledges that RailTel has received Rs. _____ /-
(Rs. _____) from M/s XXXX as per the Terms and conditions of EOI no.
_____ dated _____.

G) The Parties are thus entering into this Agreement to record the terms and conditions of their
understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to “XXXX” during the entire
contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and
between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1. Parties have agreed to form a “business association” to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2. It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3. The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum’s issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4. The Parties further agree that they shall, enter into a ‘Definitive Agreement’ containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5. RailTel shall submit the PBG amounting Rs. XXXXX, earnest money deposit / EMD declaration (whichever is applicable) and performance bank guarantee to **End customer** and accordingly “XXXX” shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, XXXX shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6. RailTel may further retain some portion of the work mentioned in the end organization’s RFP, where RailTel has competence so that overall proposal becomes most winnable proposal.
- XXXX agrees, undertakes and acknowledges that following shall be Scope of Work of XXXX out of the total project work.:

2. Technical Terms – As per CoR document

3. TERM AND TERMINATION

- 3.1. This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2. This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- (a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.

- (b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - (c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3. Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4. In case “XXXX” breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer

Organization. Parties acknowledge and agree that “XXXX” shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, “XXXX” shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above..

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer and will be back to back as per customer acceptance on payment terms.

7. TAXES

Parties agree that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works;

8. INDEMNIFICATION

- 8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defence) arising out

of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws governmental regulations or orders;
- x. any third party liability;
- xi improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 XXXX shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/non performance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

- 9.1. Parties shall also obtain and keep in place necessary insurance policies, mediclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- 9.2. Parties shall observe and be responsible for the compliance of all labour laws (including labour cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.
- 9.3. Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

11.1. Each Party represents and warrants to the other Party as follows:

11.1.1. That it has full capacity, power and authority and has obtained all requisite consents and approvals to,

enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

- 11.1.2. The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;
- 11.1.3. This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);
- 11.1.4. It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavours to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2. Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3. In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirm that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5. The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1. During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information

must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3. The obligations is not applicable to any information which is:

17.3.1. Already known by the receiving party prior to disclosure;

17.3.2. Publicly available through no fault of the receiving party;

17.3.3. Rightfully received from a third party without being responsible for its confidentiality;

17.3.4. Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;

17.3.5. Independently developed by the receiving party prior to or independent of the disclosure;

17.3.6. Disclosed under operation of law;

17.3.7. Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 XXXX agrees and acknowledges that XXXX, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. XXXX shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, XXXX shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, XXXX undertakes, agrees and acknowledges that being RailTel's Business Associate, XXXX shall maintain utmost confidentiality in relation to said Project. XXXX further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need to know basis, will be received and treated by XXXX as strictly confidential and XXXX shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To: RailTel Corporation of India Ltd

Kind Attn: General Manager/ Northern Region

Address: 6th Floor, 3rd Block, Delhi IT Park, New Delhi - 110053

Tel No.: +91-11-22185933/22185934
Email: pushpenderkumar@railtelindia.com

To XXXX

To: XXXX

Kind Attn: _____ Address: _____

Mob. No.: _____ Email: _____

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

21.1. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.

21.2. Counterparts:

This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.

21.3. Non-Partnership:

21.3.1. This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.

21.3.2. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.

21.4. Severability:

In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.

21.5. Waiver:

A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.

21.6. Time is of essence:

Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

22.1. No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and obligations expressly declared herein.

22.2. No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.

22.3. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

22.4. No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party..

22.5. During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation of India Limited
Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For XXXX

Authorized Signatory

Name:

Designation:

Signature:

Name:

Address

Integrity Pact Program

Bringing the practices in RailTel Corporation of India Limited up to the internationally acclaimed best practices for raising integrity levels in procurement of works and services, RailTel is implementing the Integrity Pact Program in line with the recommendation of Central Vigilance Commission (CVC).

The Integrity Pact Program envisages an 'Integrity Pact', an agreement between the prospective Bidders & Contractors and RailTel, committing the persons/officials of both parties, not to exercise any influence on any aspect of the contract.

Coverage:

The Integrity Pact Program will cover the following tenders/procurements:

All tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipments and its installations and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable /network and any other items required for special works assigned to RailTel

Implementation:

The accompanying 'Integrity Pact' will be issued along with the bidding documents and will also be uploaded on the website.

Bidder of Indian origin shall submit the Integrity Pact (in 2 copies) on a non judicial stamp paper of Rs. 100/- duly signed by the person signing the bid. Bidder of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the bid.

If the bidder is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

The 'Integrity Pact' shall be returned by the Bidder duly signed along with the Bid in a separate envelope, duly superscripted with 'Integrity Pact'.

On behalf of RailTel, the Integrity pact will be signed by the concerned representative of the Projects department in the Bid Opening Committee immediately on receipt of Integrity Pact signed by the Bidder at the time of Bid opening. One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the bidders during bid opening. If the Bidders representative is not present during the Bid opening, the 2nd copy shall be sent to the bidder by post/courier.

Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid.

The bidder shall not change the contents of the Integrity pact.

All the pages of the Integrity Pact are to be signed by both RailTel and the Bidder.

Independent External Monitors (IEMs):

1. CMD of RailTel is the authority to appoint Independent External Monitor(s) to oversee Integrity Pact Program's implementation and effectiveness with respect to the tenders/procurements to which Integrity Pact Program applies. For this purpose, CVC would nominate IEMs for RailTel from the panel of IEMs maintained by it. The Terms and Conditions of their appointment would be decided by CMD, RailTel in line with CVC guidelines in the matter.
2. In all tenders covered under the Integrity Pact, particulars of all IEMs, including their email IDs should be mentioned.
3. A copy of such Tender Document shall be forwarded to both IEM's promptly after publishing of the same, Information regarding the contracts awarded against the said Tender shall be provided to the concerned IEM at regular intervals as decided in consultation with CVO. Additional details/documents, if any, shall be furnished to the concerned IEM/IEMs, as and when sought by them.
4. IEM/IEMs shall provide their opinion on the complaints received by them to CMD RailTel at the earliest. They may however send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action.

NAME	CONTACT
Shri. Vinit Kumar Jayaswal	Address: E-34, Brahma Apartments, Plot-7, Sector-7, Dwarka, New Delhi-110075 E-Mail ID: gkvinit@gmail.com Mobile Number: (+91)-9871893484
Shri. Punati Sridhar	Address: 8C, Block 4, 14-C Cross, MCHS Colony, HSR 6th Sector, Bangaluru-560102 E-Mail ID: poonatis@gmail.com Mobile Number: (+91)-9448105097

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

- 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

- 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

* * * * *

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

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1. Introduction

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

2. Scope

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

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

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 for suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:
 - 1. ED / GGM/ GM (viz. Representative of Corporate Finance).
 - 2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
 - 3. ED / GGM/ GM (to be nominated on case to case basis).
 - 4. ED / GGM/ GM ((viz. Representative of Corporate Law).

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

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

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

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;
- 6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.

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

7. Banning of Business Dealings

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

Along with all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items.

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

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

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

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

- 7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.
- i) Banning of the agencies, shall apply throughout the Company including subsidiaries.
 - ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case to case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

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

- iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct

ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.
- v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

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

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

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass all appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established.

- b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

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

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

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

* * * * *

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

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

And

....., hereinafter referred to as "The Bidder/ Contractor"

Preamble

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

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

Section 1- Commitments of the Principal

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during tender process or during the execution of the contract.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process & exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988) or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and any other Financial Rules/Guidelines applicable to the Principal. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a signed commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

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

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

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission(CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

6. For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.
7. The panel of IEMs are expected to submit a joint written report to the CMD, RailTel within 30 days from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.
9. The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.
10. The word 'Monitor' would include both singular and plural.
11. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.
6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.
8. Issues like warranty/guarantee etc. should be outside the purview of IEMs.

(For & on behalf of the principal)

(For & on behalf of bidder/contractor)

Name: _____

Designation: _____

Name: _____

Designation: _____

Signature:

Signature:

(Office Seal)

(Office Seal)

Place: _____
Date: _____
Witness 1:
(Name & Address)

Place: _____
Date: _____
Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Witness 2:
(Name & Address)

* * * * *

EMD BANK GUARANTEE FORMAT

EOI Ref No: _____ Date: XX-XX-XXXX

End Customer Tender Ref. No.: _____ Dated: XX-XX-XXXX on _____ portal

BID SECURITY (BANK GUARANTEE)

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive PRE-BID TEAMING ARRANGEMENT for the work of [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We [name of bank] of [name of country] having our registered office at _____ (Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi-110053 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees in words only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20XX. THE CONDITIONS of this obligation are:

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

- a. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

- b. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

- c. does not accept the correction of the Bid Price;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____, _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

Date: _____

Signature of the bank: _____

Seal of Bank: _____

[Signature, name, and address] _____

{RailTel SFMS details –**BG advising message – IFN 760COV/ IFN 767COV via SFMS.****IFSC Code of ICICI Bank to be used (ICIC0000007). Unique reference (RAILTEL6103) in field 7037}.**

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

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

I _____ (Name and designation)** appointed as the attorney/authorized signatory of the BA (including its constituents), M/s _____ (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

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

DEPONENT

SEAL AND SIGNATURE OF THE BA

Place:

Dated:

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

Name of Work: Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, Railtel and Rail Bhawan.

Scope of work (SoW):

This work involves supply of materials and execution of both indoor as well as outdoor works as per details mentioned in the schedule and technical requirement as detailed in the tender documents.

Detail scope of work with Technical specification is as per Tender document of CoR.

COMPLETION PERIOD:- As per the COR

(Please refer latest copy of Tender document with Corrigendum floated by CoR at www.ireps.gov.in with Tender reference no. 558-Sig-16-Tele-OT-1004

**DELHI DIVISION-S AND T/NORTHERN RLY
TENDER DOCUMENT**

Tender No: 558-Sig-16-Tele-OT-1004

Closing Date/Time: 13/09/2024 15:00

SR.DSTE-C acting for and on behalf of The President of India invites E-Tenders against Tender No **558-Sig-16-Tele-OT-1004** Closing Date/Time 13/09/2024 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Name of Work	Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, Railtel and Rail Bhawan.		
Bidding type	Normal Tender		
Tender Type	Open	Bidding System	Two Packet System
Tender Closing Date Time	13/09/2024 15:00	Date Time Of Uploading Tender	20/08/2024 15:56
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Advertised Value	157413202.67	Tendering Section	TELE
Bidding Style	Single Rate for Tender	Bidding Unit	Above/Below/Par
Earnest Money (Rs.)	937100.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	0.00	Period of Completion	6 Months
Contract Type	Works	Contract Category	Expenditure
Bidding Start Date	30/08/2024	Are Joint Venture (JV) firms allowed to bid	Yes
Ranking Order For Bids	Lowest to Highest	Expenditure Type	Capital (Works)

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule A -Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, Railtel and Rail Bhawan.							157413202.67	
1	1	1.00	Numbers	124584966.40	124584966.40	AT Par	124584966.40	
	Description:- Supply of Quantum Key distribution (QKD) System with EMS Software at Rail Bhawan (Hub Location), Sena Bhawan (Spoke Location), IRCTC (Spoke Location) and Railtel (Spoke Location) as per TEC Standard No.91000:2022 or latest. The Tenderer shall either be OEM or submit along with their offer, tender specific authorization from the OEM certifying that the OEM shall provide technical support during execution of the work as well as post commissioning maintenance support. The OEM shall have Technology approval/Type Approval certificate from DOT as per TEC Standard.No.91000:2022 or latest. The Certificate clearly mentioning Standard for GR.No.,Amendment No.and date shall be submitted along with the offer. Inspection by TEC. Payment shall be done as per Clause.no.34 of Tender Document.							
2	2	1.00	Numbers	28026714.54	28026714.54	AT Par	28026714.54	
	Description:- Installation, Testing, Commissioning, Configuration with Training Aids and Manuals in English for Quantum Key distribution (QKD) System. It also includes Classroom/On-Site training of staff for 25 Man-Days for OAM (Operations, Maintenance and Administration) of Quantum Key distribution (QKD) System As per instructions by Consignee. Payment shall be done as per Clause.no.34 of Tender Document.							
3	3	3.00	Numbers	974500.00	2923500.00	AT Par	2923500.00	
	Description:- Supply, Installation, Testing, Commissioning and configuration of Router with Redundant power supply having minimum 4 Nos of Ethernet (RJ-45) WAN Ports and minimum 4 X 1G (Optical) SFP Ports with supply of 4 Nos of 1G SFP Optical Transceivers Modules as per clause no. 6.0 of RDSO/SPN/TC 84/2008, Rev -0 with latest amendments and versions. Inspection by RITES. Payment shall be done as per Clause.no.34 of Tender Document.							
4	4	3.00	Numbers	65062.94	195188.82	AT Par	195188.82	
	Description:- Supply of Remote Monitoring system as per technical specification given in Para.no.1.1.1 of Chapter-III. Inspection by Consignee.Payment shall be done as per Clause.no.34 of Tender Document.							
5	5	1.00	Numbers	671715.00	671715.00	AT Par	671715.00	
	Description:- Supply and configuration of Linux Server (Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache or better, Turbo, HT (120W) DDR4-2666 16 DIMMS 4X16GB RDIMM 3.5" Chassis with up to 8 Hard Drives 2x1.2TB 10K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive). Inspection by RITES. Payment shall be done as per Clause.no.34 of Tender Document.							

**DELHI DIVISION-S AND T/NORTHERN RLY
TENDER DOCUMENT**

Tender No: 558-Sig-16-Tele-OT-1004

Closing Date/Time: 13/09/2024 15:00

6	6	2.00	Numbers	55408.61	110817.22	AT Par	110817.22	
	Description:- Supply, Installation, Testing and commissioning of 2 KVA on line UPS with 1600 VAH back up as per technical specification given in Para.no.1.1.2 of Chapter-III. Inspection by Consignee. Payment shall be done as per Clause.no.34 of Tender Document.							
7	7	1.00	Numbers	223081.02	223081.02	AT Par	223081.02	
	Description:- Supply, Installation, Testing and commissioning of 5 KVA on line UPS with 8000 VAH (1+1) back up. It Shall comply to TEC/GR/FA/UPS-001/05 / MAR 2019 (TEC Standard Number: TEC 66140:2019) with latest amendments,Version. i) The UPS shall have Voltage Regulation form 160VAC to 260 VAC. ii) The UPS shall work on single Phase AC input. iii) The UPS shall have standard Lightening and Surge Protection. iv) The UPS shall be provided with all compatible cable connectors, battery stand etc. Inspection by Consignee. Payment shall be done as per Clause.no.34 of Tender Document.							
8	8	3.00	Numbers	39544.09	118632.27	AT Par	118632.27	
	Description:- Supply & Installation of Networking Rack 19"/42U with all accessories as per Technical specification given in para.no.1.1.3 of Chapter-III. Inspection by Consignee. Payment shall be done as per Clause.no.34 of Tender Document.							
9	9	3.00	Numbers	186195.80	558587.40	AT Par	558587.40	
	Description:- Supply, Installation, Testing, Commissioning and configuration of 24 nos of 10/100/1000 Base-T PoE+ ports layer-2 switch with two nos 10GBase-Tports, 2 Nos. 10G SFP+ Ports stackable managed switch 370 watts PoE Budget from Day 1 and potential to be expanded to 740 watts with supply of 2 nos of 10G SFP+ Singlemode optical transceiver modules as per Clause No.5.0 of RDSO Specs.No. RDSO/SPN/TC/83/2020 Ver.2.1 with Latest amendments and Versions. Inspection by RITES. Payment shall be done as per Clause.no.34 of Tender Document.							

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Important : All documents uploaded and remarks / confirmation entered by the bidders against any eligibility condition shall be opened as part of technical bid only

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer must have minimum average annual contractual turnover of V/N or V Whichever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Form-2, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.	No	No	Allowed (Mandatory)

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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**DELHI DIVISION-S AND T/NORTHERN RLY
TENDER DOCUMENT**

Tender No: 558-Sig-16-Tele-OT-1004

Closing Date/Time: 13/09/2024 15:00

1	The Tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (i)Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or (ii)Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or (iii)One similar work costing not less than the amount equal to 60% of advertised value of the tender. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificate issued by any Govt. Organization, work experience certificate issue by Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated /registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.	No	No	Allowed (Mandatory)
2	Similar Nature of work: - Any Work of supply, installation, testing and commissioning of Quantum Key Distribution-based encryption for secure Data Communication. OR Any Work involving installation, testing and commissioning of Data Communication Equipment. OR Any Work involving AMC of Data Communication Equipment. Note: - 1: The Tenderer shall either be OEM or submit along with their offer, tender specific authorization from the OEM certifying that the OEM shall provide technical support during execution of the work as well as post commissioning maintenance support. 2. The OEM shall have technology approval/Type Approval certificate from DOT as per TEC Standard No.91000:2022 or latest. The Certificate clearly mentioning Standard for GR.No, Amendment. No. and Date, shall be submitted along with the offer.	No	No	Allowed (Mandatory)

Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:

S.No.	Description
1	I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2	I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3	I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.reps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4	I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5	I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7	I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8	I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we and all my/our constituents understand that my/our offer shall be summarily rejected.
9	I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10	I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.

S.No.	Description
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**DELHI DIVISION-S AND T/NORTHERN RLY
TENDER DOCUMENT**

Tender No: 558-Sig-16-Tele-OT-1004

Closing Date/Time: 13/09/2024 15:00

1	<p>Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. Please submit a certificate in the prescribed format (please download the format from the link given below). Non submission of the certificate, or submission of certificate either not properly filled in, or in a format other than the prescribed format shall lead to summary rejection of your offer.</p> <p>(Click here to download the Format of Self Certification)</p>
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5. COMPLIANCE

<p>Important : All documents uploaded and remarks / confirmation entered by the bidders against any compliance condition shall be opened as part of technical bid only.</p>
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Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

Special Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	(i) During the work, if any fault occurs or any problem is detected, the material shall be put in working order by the contractor by rectifying the faults or by relaying the cable etc. free of cost. (ii)Materials shall first be offered for inspection before supply as per terms & condition mentioned in Tender document. (iii)No man, transport and material shall be supplied by the Railway for the work. (iv)Quantity as mentioned in Schedule may increase or decrease as per extent rules. (v)Materials & workmanship to be supplied/work done by the contractor / firm shall be of high quality and standard make. (vi)The Railway shall have full power to reject any materials that the Railway may consider to be defective or inferior in quality / workman ship or otherwise not accordance with the specifications. (vii)No multiple solutions / offers should be given by the contractor. In case the multiple Solutions / offers are received from one contractor than same will be rejected. (viii)The price quoted should be included of (all Taxes) GST, duties, levies, octroi, freight etc. imposed by Central / state government. No extra cost will be paid for this by the Railway. (ix) MOU with RDSO approved source or TEC approved source or the OEM covering supply, installation, testing, commissioning of system shall be submitted including after sales support required during the warranty period.	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Upload duly filled and signed Offer Letter (Tender Form-1 at page.no.6 & 7 of tender document)	Yes	Yes	Allowed (Mandatory)
2	Upload duly filled and signed " STATEMENT OF SIMILAR WORKS EXECUTED/COMPLETED BY THE CONTRACTORS IN LAST SEVEN FINANCIAL YEARS FOR VALUATION OF THE TECHNICAL CAPABILITY / ELIGIBILITY"(Form-1 chapter-IV of Tender document). (Not required for works less than 50 Lakhs).	Yes	Yes	Allowed (Mandatory)
3	Upload duly filled and signed" Audited Balance sheet with profit and loss statement of previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. "(Form-2 chapter-IV of Tender document). (Not required for works less than 50 Lakhs).	Yes	Yes	Allowed (Mandatory)
4	Upload duly filled and signed "SYSTEM PERFORMANCE GUARANTEE PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE(Form-4 chapter-IV of Tender document).	Yes	Yes	Allowed (Mandatory)
5	Upload duly filled and signed "CONSTITUTION OF THE FIRM"(Form-5 chapter-IV of Tender document).	Yes	Yes	Allowed (Mandatory)

**DELHI DIVISION-S AND T/NORTHERN RLY
TENDER DOCUMENT**

Tender No: 558-Sig-16-Tele-OT-1004

Closing Date/Time: 13/09/2024 15:00

6	JV Firms, MOA & AOA, Resolution of Board and POA, Sole Proprietorship, Notarized partnership deed with POA and latest certificate of registration with Registrar of the firms must be attached. Year of Formation / Incorporation. (As per Clause-10 of Tender Document).	Yes	Yes	Allowed (Mandatory)
7	PAN Number & GSTIN No.must be attached.	Yes	Yes	Allowed (Mandatory)
8	Detail of Bid Security paid, through only payment modes available on IREPS portal like net banking, debit card, credit card etc. (As per Clause 4.5 of Tender Document).	Yes	Yes	Allowed (Mandatory)
9	Detail of the Tender Document cost paid as per current provisions, through only payment modes available on IREPS portal like net banking, debit card, credit card etc. (N/A)	Yes	Yes	Allowed (Optional)
10	Certificate as per Annexure-A.	Yes	Yes	Allowed (Mandatory)
11	Certificate as per Annexure-A (1).	Yes	Yes	Allowed (Mandatory)
12	As per Ministry of Communication (Department of Telecommunication), New Delhi Gazette Notification No.297 dated 31stAugust,2018, the bidder shall submit completed Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works. (Annexure-C) in Chapter-IV of this Tender Document)	Yes	Yes	Allowed (Mandatory)
13	Undertaking of Employment/Partnership of retired railway employee as per Annexure-E.	Yes	Yes	Allowed (Mandatory)
14	Make, Model, Specification of the offered equipment along with OEM authorization of Schedule-A (Item.S.No.3,5 & 9) if the tenderer is other than OEM shall be submitted along with the tender. a) If there is any RDSO approved source, then the equipment to be procured from the RDSO approved source or its authorized dealer/distributor. b) If there is no RDSO approved source but there is TEC approved source, then the equipment to be procured from the TEC approved source or its authorized dealer/distributor c) If there is no RDSO or TEC approved source, then the equipment to be procured from the OEM or its authorized dealer/distributor.	Yes	Yes	Allowed (Mandatory)

Custom

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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**DELHI DIVISION-S AND T/NORTHERN RLY
TENDER DOCUMENT**

Tender No: 558-Sig-16-Tele-OT-1004

Closing Date/Time: 13/09/2024 15:00

1	<p>Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account. 1 Payment against Items containing supply, Installation and commissioning Against items containing supply, Installation and commissioning as part of their description. (i)80% payment of the value of each supply item will be paid on production:- (a)Receipt of Material in good condition at Consignee's depot. (b)Original inspection certificate/waiver of inspection issued by Inspecting Officer. (c)Manufactures' inspection certificate that the materials are in accordance with the specification of the contract. (d)Invoice in duplicate. (e)A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract. (ii)10% payment of the value of each supply item will be made after successful installation and testing of the item at site. (iii)10% after final completion of work (with FCC). 2. Payment against Supply Items, which containing separate item of installation & commissioning.(a)90% payment of the value of each supply item will be paid on production of the following documents:- (a)Receipt of Material in good condition at Consignee's depot. (b)Original inspection certificate/waiver of inspection issued by Inspecting Officer. (c)Manufactures' inspection certificate that the materials are in accordance with the specification of the contract. (d)Invoice in duplicate. (e)A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract. (ii)10% after final completion of work (with FCC). 3. Payment against supply item only, which does not involve installation at site. (For example like Tool Kit, cable fault locator etc.) (i)100% payment of the value of each supply item will be paid on production following documents:- (a)Receipt of Material in good condition at Consignee's depot. (b)Original inspection certificate/waiver of inspection issued by Inspecting Officer. (c)Manufactures' inspection certificate that the materials are in accordance with the specification of the contract. (d)Invoice in duplicate. (e)A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract. Note: 100% payment will be made after receipt of the equipment duly inspected by the nominated inspection authority and no loss certificate by the consignee. 4 Items involving only installation & commissioning) a) 90% of accepted rate on installation. b)10% after final completion of work (with FCC)</p>	No	No	Not Allowed
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6. Documents attached with tender

S.No.	Document Name	Document Description
1	Tender1004.pdf	Tender 1004

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Signed By: SHYAM LAL WADHWA

Designation : DSTE/Tele/HQ

START OF TENDER DOCUMENT

भारत सरकार
GOVERNMENT OF INDIA



दिल्लीमंडल
(DELHI-DIVISION)

संकेतएवंदूरसंचारविभाग
SIGNAL & TELECOMMUNICATION DEPARTMENT

TENDER DOCUMENT
FOR
THE WORK

**Provision of Quantum key distribution-based
encryption for highly sensitive data
communication between sena Bhawan,
IRCTC, Railtel and Rail Bhawan.**

**TENDER NO. 558-Sig-16-Tele-OT-1004
(Year 2024-25)**

**Senior Divisional Signal & Telecom Engineer/C/DLI,
Northern Railway, DRM Office,
New Delhi-110055.**

Website: www.ireps.gov.in

Signature Not
Verified

Digitally signed by
SHYAM LAL
WADHWA
Date: 2024.08.20
15:45:01 IST
Reason: IREPS-CRIS
Location: New Delhi

DSTE/T/I/DLI

SSE/T/Tech

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DETAILS TO BE FILLED IN BY TENDERER WHILE SUBMITTING THEIR OFFER.

S. N.	Description	Yes / No	Remarks
1	Upload duly filled and signed Offer Letter (Tender Form-1 at page.no.6 & 7 of tender document)		
2	Upload duly filled and signed " STATEMENT OF SIMILAR WORKS EXECUTED/COMPLETED BY THE CONTRACTORS IN LAST SEVEN FINANCIAL YEARS FOR VALUATION OF THE TECHNICAL CAPABILITY / ELIGIBILITY" (Form-1 chapter-IV of Tender document). (Not required for works less than 50 Lakhs).		
3	Upload duly filled and signed" Audited Balance sheet with profit and loss statement of previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. "(Form-2 chapter-IV of Tender document). (Not required for works less than 50 Lakhs).		
4	Upload duly filled and signed "SYSTEM PERFORMANCE GUARANTEE PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE (Form-4 chapter-IV of Tender document).		
5	Upload duly filled and signed "CONSTITUTION OF THE FIRM"(Form-5 chapter-IV of Tender document).		
6	JV Firms, MOA & AOA, Resolution of Board and POA, Sole Proprietorship, Notarized partnership deed with POA and latest certificate of registration with Registrar of the firms must be attached. Year of Formation / Incorporation. (As per Clause-10 of Tender Document).		
7	PAN Number& GSTIN No. must be attached.		
8	Detail of Bid Security paid, through only payment modes available on IREPS portal like net banking, debit card, credit card etc.		
9	Detail of the Tender Document cost paid as per current provisions, through only payment modes available on IREPS portal like net banking, debit card, credit card etc. (N/A)		
10	Certificate as per Annexure-A .		
11	Certificate as per Annexure-A (1) .		
12	As per Ministry of Communication (Department of Telecommunication), New Delhi Gazette Notification No.297 dated 31 st August,2018, the bidder shall submit completed Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works. (Annexure-C) in Chapter-IV of this Tender Document)		
13	Undertaking of Employment/Partnership of retired railway employee as per Annexure-E.		
14	Make, Model, Specification of the offered equipment along with OEM authorization of Schedule-A (Item.S.No.3,5 & 9) if the tenderer is other than OEM shall be submitted along with the tender. a) If there is any RDSO approved source, then the equipment to be procured from the RDSO approved source or its authorized dealer/distributor. b) If there is no RDSO approved source but there is TEC approved source, then the		

	equipment to be procured from the TEC approved source or its authorized dealer/distributor c) If there is no RDSO or TEC approved source, then the equipment to be procured from the OEM or its authorized dealer/distributor.		
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NOTE: -

- (i) Special attention of tenderer(s) is drawn to clause 6.0 (Chapter-I) of “Instruction to tenderer(s)”, as per which they should submit the requisite documents along with tender pertaining to their technical & financial eligibility.
- (ii) Special attention of tenderer(s) is drawn to clause 10.0 (Chapter-I) of “Instruction to tenderer(s)”, as per which the tenderer must submit along with tender, the documents mentioned therein pertaining to constitution of firm/concern.
- (iii) Attach all required documents with tender.
- (iv) The above list is not exhaustive. The tenderer must go carefully through the entire booklet and submit the tender complying with all the conditions/ provisions/instructions mentioned there in irrespective of the fact that they have been highlighted in the check list or not.

Signature of the tenderer
Name of Signatory

COVER LETTER**TENDER FORM - 1****(To be submitted by Tenderer on its letter head)****TENDER NO. 558-Sig-16-Tele-OT-1004 (Year 2024-25)****Name of Work: - Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, Railtel and Rail Bhawan.**

To
The President of India
Acting through the
Se. Divisional Signal and Telecom Engineer – C
Northern Railway, DRM Office, New Delhi

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **90** days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for **Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, Railtel and Rail Bhawan**. Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **6 Months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of **₹9,37,100/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender 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 Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Chapter-1
INSTRUCTIONS
TO
TENDERERS (ITT)

INSTRUCTIONS TO TENDERER(S)

NAME OF WORK: Provision of Quantum key distribution-based encryption for highly sensitive data communication between sena Bhawan, IRCTC, Railtel and Rail Bhawan.

TENDER VALUE DETAILS:

Cost of Work: 15,74,13,202.67/-

Earnest Money Deposit: 9,37,100/-

Tender Document Cost: NIL/-.

Date of Open of Tender: 13.09.2024

- 1.0 **Tender for Works:** Tender Forms shall embody the contents of the contract
 - a. Documents either directly or by reference and shall be as per specimen form, E-Tender Form shall be issued free of cost to all tenderers.
 - b. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
 - c. The works are required to be completed within a period of Six Months from the date of issue of acceptance letter
- 2.0 **e-Publishing:** Tender notice and Tender Documents for open Tenders are being published on Northern Railway website www.ireps.gov.in.
- 2.1 **Validity of Tender:** Tender must be open for the period as mentioned in cover letter of Tender Document. Validity of tender for single packet=60 days & for two packet system =90 days.
- 2.2 **Amendment of Tender Document:** Before the deadlines for the submission of Tender Document, Railway may modify the Tender Document by issuing Addendum/Corrigendum. Tenderers are advised to down load Tender Documents well in advance to submit the Tender before the stipulated time. However it is the responsibility of the Tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in newspapers as well as on web site and same shall be taken in to account while submitting the Tender. Tenderer shall down load corrigendum (if any) print it out, sign and attach it with main Tender Document. **Railway will not be responsible for any network error or internet connection as there would be sufficient time to submit the tender through e-Tendering.**
- 3.0 **CREDENTIALS OF CONTRACTORS** as per GCC April 2022
- 4.0 **Care in Submission of Tenders:**

- a(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
 - a(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - a(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
 - a(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
 - (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
 - (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 4.2** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-A**. In addition to **Annexure-A**, in case of other than Company/Proprietary firm. **Annexure-A(1)** shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.
- 4.3** **Tenderer Constitution and requirement of Authorize Signatory:** The tenderer/s who are constituents of firm, company, Joint Venture (JV) association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender as per Tender Form 3 of Tender Document. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, JV association

or society as the case may be). The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the award of the contract. **Para E of Annexure E** specifies the action to be taken in such matters. The cost of such action, including legal advice will be chargeable to the Tenderer/ contractor. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **(Please refer Para 10.0 and Annexure E also).**

- 4.4 Cost of Tender Document:** The cost of Tender Document (TDC) is not refundable. Failure to deposit cost of tender will lead to summarily rejection of tender. **The cost of Tender documents will be as per Railway Board's guidelines.** However, e-Tender Forms shall be issued free of cost to all tenderers.

4.5 Bid Security

The tenderer shall be required to submit the bid security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to Rs.1 crore	2% of the estimated cost of the work
For works estimated to cost more than Rs. 1 crore	Rs.2 lakh plus $\frac{1}{2}\%$ (half percent) of the excess of the estimated cost of work beyond Rs 1 crore subject to a maximum of Rs. 1 crore

- (i) The Bid Security shall be rounded off to the nearest Rs. 100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security deposit detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security deposit detailed above.

Note: - 1. Bid Security will be acceptable online through net banking or gateway payment only in favour of Sr.DFM/NR/Delhi Division or FA&CAO/NR. The cost of tender document is not refundable and should not be included with Bid Security.

- a.** It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he

will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be forfeited to the Railway.

- b. If his tender is accepted, this Bid Security mentioned in sub clause 4.5 above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022 Part-II. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.**
- c. In case, contractor submits the term deposit receipt/bank guarantee bond towards full security deposit, the railway shall return the Bid Security so retained to the contractor.**
- d. The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure in GCC April 2022 and shall be valid for a period of 90days beyond the bid validity period.**
- e. In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. **The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e, excluding the last date of submission of bids)**
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “Bid for the ***** Project” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

5.0 Definition of Similar Nature of Work: -

Any Work of supply, installation, testing and commissioning of Quantum Key Distribution-based encryption for secure Data Communication.

OR

Any Work involving installation, testing and commissioning of Data Communication Equipment.

OR

Any Work involving AMC of Data Communication Equipment.

Note: -

1: The Tenderer shall either be OEM or submit along with their offer, tender specific authorization from the OEM certifying that the OEM shall provide technical support during execution of the work as well as post commissioning maintenance support.

2. The OEM shall have technology approval /Type Approval certificate from DOT as per TEC Standard No.91000:2022 or latest. The Certificate clearly mentioning Standard for GR. No, Amendment. No. and Date, shall be submitted along with the offer.

6.0 Eligibility Criteria: The Tenderer will be required to meet the following eligibility criteria for which credentials to be submitted by Tenderer, along with Tender Documents.

6.1 Technical Eligibility Criteria:(a) The Tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tender for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.),

tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or.
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for

- (b) (i) Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.
- (b) (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b) (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract Part-II of GCC or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfil technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor (s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note for 6.1:-

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificate issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs. 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated /registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

6.2 Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of V/N or V Whichever is less; where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Form-2, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

6.3. No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

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

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

6.5 Explanation for clause 6.1 to 6.4- Eligibility Criteria: -

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 6.1 Para 6.0 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work shall be

considered and no separate evaluation for each component of that work shall be made to decide eligibility.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm *without any modification in the name and PAN/TAN no. of the firm*, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) GCC April 2022 on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.

7. Relaxation of Eligibility Criteria for ‘Start-up’ firms:

Technical and financial eligibility criteria mentioned in GCC 2022 shall normally apply to all firms including ‘Startup’ firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry). However, before inviting tender, General Manager, on the recommendation of PHOD/CHOD of the department inviting tender and associate finance, can relax the applicability of eligibility criteria to ‘Start-up’ firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry) on case to case basis.

8. Eligibility criteria for bidder from a country sharing land border with India:

- I. Any bidder from a country which shares a land border with Indian will be eligible to bid in any tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant; or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with Indian” for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country, or
 - b. A subsidiary of an entity incorporated, established or registered in a such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner of the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company,
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

In respect of tenders, 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. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

9.0 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed.

NOTE (A): For judging the technical eligibility, financial capability and available bid capacity only those works which had been executed for the under Government/Semi Government/PSU shall be considered and the tenderer(s) will submit the certificate to this effect from the Officer concerned duly signed under the official seal. **It should be noted that credentials for the works executed for Private Individual/Private Organization except as mentioned in note for 6.1 shall not be considered.**

10.0 Documents to be submitted along with Tender

10.1 Partnership Deeds, Power of Attorney etc.:

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary firm) or on behalf of a partnership firm/Company/Joint Venture (JV) /Registered Society/ Registered Trust/Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The Tenderer (s) shall enclose self-attested copies of the constitution of their concern, Partnership Deed, copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, Company, Association, **Trust** or Society, as the case may be.

(ii) Following documents shall be submitted by the tenderer

10.2 (a) Sole proprietor Firm:

(i) All documents in terms of Para 6.0 of the Tender document.

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) All other documents in terms of explanatory notes in clause 6.0 above.

10.3 Partnership Firm:

10.3.1 The Tenderer shall submit self-attested copies of (i) registered/ notarized partnership deed and (ii) Power of attorney (duly registered as per prevailing law) duly authorizing one or more of the partners of the firm or any other person (s), authorized by all the partners to act on behalf of

the firm and to submit & sign the tender, sign the Agreement, witness measurements, sign measurement books, receive payment, make correspondences, compromise, settle/ relinquish any claim (s) preferred by the firm, sign “No Claim” certificate, refer all or any dispute to arbitration and to take similar action in respect of all tender/ Contract. **Guidelines regarding tenders by Partnership Firms and their Eligibility Criteria reproduce as Annexure-F.**

- 10.3.2** “Any tender submitted by a partnership firm without enclosing self-attested copy of registered/ notarized partnership deed or power of attorney duly authorizing the signatory as noted above shall be treated as having been submitted by individual signing the tender documents. The railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.”
- 10.3.3** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 10.3.4** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
- 10.3.5** Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 10.3.6** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If

any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- 10.3.7** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 10.3.8** The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 10.3.9** On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 10.3.10** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- 10.3.11** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by

partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

10.3.12 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract April 2022.
- (iv) All other documents in terms of Para 6.0 above.

10.3.13 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 6.0 above.

10.4 Company registered under Companies Act 2013:

- (i) The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company.
- (ii) A copy of Certificate of Incorporation.

- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in clause 6.0 above.

10.5. LLP (Limited Liability Partnership) Firm:

If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP.
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender/MoU/JV on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 6.0 above.

10.6 Registered Society & Registered Trust:

The tenderer shall submit:

- (i) A copy of the Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society.
- (v) All other documents in terms of explanatory notes in clause 6.0 above.

JOINT VENTURE (JV) IN WORKS TENDERS

10.7 Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

10.7.1 Separate identity/name shall be given to the Joint Venture.

10.7.2 Number of members in a JV shall not be more than three, if the work involves only one

- department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 10.7.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 10.7.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 10.7.5 Bid Security shall be submitted by JV or authorized person of JV either as :
- (i) Cash through e-payment gateway or as mentioned in tender document, or
 - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 10.7.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 10.7.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 10.7.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 10.7.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this

stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

10.7.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

10.7.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted alongwith the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

10.7.11.(i) Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

10.7.11.(ii) Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

10.7.11.(iii) Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

10.7.11(iv) Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

- 10.7.11.(v) No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.
- 10.7.11(vi) Documents to be enclosed by the JV alongwith the tender:
- 10.7.11.(vii) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 10.7.11(viii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- 10.7.11(ix) In case one or more members of the JV is/are companies, the following documents shall be submitted:
- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (iii) A copy of Certificate of Incorporation
 - (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by

the resolution of Board of Directors) in favour of the individual, to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

10.7.11(x) In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation of LLP
 - (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
 - (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
 - (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- 10.7.11(xi) In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
- (i) A copy of Certificate of Registration
 - (ii) A copy of Memorandum of Association of Society/Trust Deed
 - (iii) A copy of Rules & Regulations of the Society
 - (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- 17.7.11(xii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- 10.7.11(xiii) Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:
- 10.7.11(xiv) Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):
- (a) For Works without composite components
- The technical eligibility for the work as per para 6.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 6.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 6.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 6.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (nonlead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.

b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

10.7.11(xv) Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

10.7.11(xvi) Bid Capacity

The JV shall satisfy the requirement of “Bid Capacity” requirement mentioned at para 10.3 above.

The arithmetic sum of individual “Bid capacity” of all the members shall be taken as JV’s “Bid capacity” to satisfy this requirement.

The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

11.0 Fraud & Corrupt Practice:

11.1 The Tenderer and their representative officers, employee, agents and advisors shall observe the highest standard of ethics during the Tendering process and subsequent to the issue of the LOA during the substance of the Agreement. Notwithstanding anything to contrary contained herein or in the LOA or the Agreement, Railway shall reject the Tender, Withdraw the LOA, or Terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the selected Tenderer, if it determines that the selected Tenderer, as the case may be has directly or indirectly or through agent, engaged in corrupt practice, fraudulent practice, Coercive practice, undesirable practice or restrictive practice in the Tendering process. In such an event, in addition to exercise of its right of Termination, Railway shall forfeit and appropriate the contract security or Performance Guarantee as the case may be, as mutually agreed genuine pre-estimation compensation and damage payable to Railway towards, inter alia, time, cost and effort of Railway, without prejudice to any other right or remedy that may be available to Railway hereunder or otherwise.

11.2 Without prejudice to the right of Railway hereinabove and the rights and remedies which Railway may have under the LOA or the Agreement, if the Tenderer/Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering process, or after the issue of LOA or the execution of Agreement, **such Tenderer, Members and Contractor shall not be eligible to participate in any Tender issued by Northern Railway during a period of 02 (Two) years from the date such Tenderer, Member or Contractor,**

as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

11.3 For the purposes of this clause, the following terms shall have the meanings hereinafter respectively assigned to them;

(i) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any person connecting with the Tendering process (for avoidance of doubt, offering employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Railway who is or has been associated in any manner, directly or indirectly with the Tendering process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from date such official resigns or retires from or otherwise ceases to be in the service of Railway, shall be deemed to constitute influencing the actions of a person connected with the Tendering process), or

Engaging in any manner whatsoever, whether during Tendering process or after the issue of the LOA or after execution of Agreement, as the case may be, any person in respect of in respect of any matters relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of Railway in relation to any matter concerning to work.

(ii) “Fraudulent practice” means a misrepresentation or Omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering process;

(iii) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tendering process;

(iv) “Undesirable Practice” means establishing contract with any person connected with or employed or engaged by Railway and/ or the Ministry of Railways and / or any Ministry or Department, Authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this work, with the objective of canvassing, lobbying, seeking intervention in or in any manner influencing or attempting to influence the Tendering process; or having a conflicted of interest; and

(v) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Tendering process.

11.4 Confidentiality: Information relating to the examination, clarification, evolution and recommendation for the Tenderer shall not be disclosed to any person, who is not officially concerned with the process or is not retained professional advisor Advising Railway, in relation

to, or matter arising out of, or concerning the Tendering process. Railway will treat all information submitted as part of the Tender, in confidence and will require all those who have access to such material to treat the same in confidence. Railway may not divulge any such information unless it is directed to do so by a Court of Law and/ or any statutory entity that has the power under Law to require its disclosure.

12.0 Employment/ Partnership etc. of Retired Railway Employee:

(a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the

Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 12.0 a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

13.0 Miscellaneous: The Tendering process shall be governed by and construed in accordance with the Laws of India and the Courts at.....Shall have exclusive jurisdiction over all disputes arising under pursuant to and/ or in connection with the Tendering process.

Railway in its sole discretion and without incurring any obligation or liability reserves the right at any time to;

- (i) Suspend or cancel the Tendering process and /or amend and/ or Supplement the Tendering process or modify the dates or other terms & condition relating thereto;
- (ii) Consult with any Tenderer in order to receive clarifications or further information;
- (iii) Retain any information and /or evidence submitted to Railway by, on behalf of, and/ or in relation to any Tenderer, and / or.
- (iv) Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Tenderer.

13.1 No Tenderer should tender for the work for speculative purposes. Once the Tender Documents is submitted, no change shall be permitted in the equity participation in the work of the Tenderer or Member of the firm except as expressly otherwise provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

13.2 No assignment, Sale, Transfer, Conveyance of the work shall be permitted except as otherwise expressly provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

13.3 For the sake of clarity, the Tenderer (s) may note that in case there are any obligation (s) or condition (s) imposed on them under a particular clause of any part of the Tender Documents, which includes the forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Documents, which includes the forms, then all the conditions and/ or obligations should be read in conjunction with each other and all of them have to be fulfilled.

13.4 It shall be deemed that by submitting the Tender, the Tenderer agrees and releases Railway, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Tenderer against Railway, its employees, agents, consultants and advisers.

13.5 The Tender Documents including all attached documents are and shall remain the property of Railway and are transmitted to the Tenderer solely for the purpose of preparation and submission of the Tender in accordance herewith. Tenderer are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Tenders. Railway will not return any Tender or any information provided to it by the Tenderers.

13.6 Preparation & Submission of Document: The Tenderer will be deemed to visit the site and inspected the same to acquaint itself about all the existing site conditions, Laws and regulations before submitting his/their Tender. Once the Tender is submitted no Tenderer will be permitted to withdraw his/their Tender on the ground of any alleged defect in the site or its conditions.

All the contents of the Tender should be typed or hand written in indelible blue ink and signed by Tenderer/authorized signatory of the Tenderer who shall also initial each page in Blue ink. The Tenderer requirement in the Tender, for authorizing the signatory to commit the Tenderer. The power of attorney must include the specimen signature of the authorized signatory duly attested by authorized person under applicable laws.

14.0 Credential/ Approved list of contractors:

14.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractors shall be maintained in the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc.

A Contractor including a contractor who is already on the approved list shall apply to the **concerned** General Manager (Construction)/ Chief Administrative Officer (Construction)/ **Principal** Chief Engineer/**Principal** Chief Signal & Telecommunication Engineer / **Principal Chief Mechanical Engineer** and **Principal** Chief Electrical Engineer, Divisional Railway Manager, furnishing particulars regarding :

- (a) his position as an independent contractor specifying Engineering organization available with details or Partners / Staff / Engineers employed with qualifications and experience;
- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment's, construction tools and plants etc., required for the work maintained by him;
- (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

- 14.2** An applicant shall clearly state the categories of works and the Area / Zone / Division(s) / District(s) in which he desires registration in the list of approved contractors.
- 14.3** The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway.
- 14.4** An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be send to them on registered e-mail address and registered postal address.
- 14.5** The list of approved contractors would be treated as confidential office record.

15.0 Tenderers Credentials:

Documents testifying tenderer's previous experience and financial status should be produced along with the tender.

Tenderer (s) who is/are not borne on the approved list of the Contractors of Northern Railway shall submit along with his/their tender.

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Account et regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work **(Form-7)**. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work **(Form-8)**.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-A**. In addition to **Annexure-A**, in case of other than Company/Proprietary firm, **Annexure-A(1)** shall also be submitted by the each member of a partnership firm / Joint Venture (JV / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) Railway reserved the right to verify all statements, information and documents submitted by bidder in each tender offer and the bidder shall when so required by the railway make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligation and liabilities hereunder nor will it affect any rights of the railway there under.

(vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process of evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with railway shall be forfeited. In addition, other dues of contractor, if any under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

(vii) Note: Non-compliance any of the conditions set forth therein above is liable to result in the tender being reject.

16.0 Consideration of Tenders:

16.1 Right of Railway to Deal with Tenders:

The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

16.1.1 The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

16.1.2 If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

16.1.3 If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

16.1A Two Packets System of Tendering:

With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

16.1B Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.

16.1C Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

16.1D Permission to Bid for a bidder from a country which shares Land boundary with India:

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

16.1E Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

16.1F However, in case of tender more than Rs.10 crore two packet system of tender is to be adopted.

16.1G Tenderer(s) shall upload two files/packets. File-I/Package-I and File-II/Package-II. File-I/package-I shall contain Technical Cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials.

16.2 Opening of Tender: E- tenders are opened after closing date and time of submission online bids on website www.ireps.gov.in through Digital Signature Certificate/Encryption Certificate of concern Authorized Officer of Railways on specified date and time. However, if date of tender opening is declared as Holiday, the tender will be opened at the same time on next working day.

17.0 Omission, Discrepancies & Clarification:

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

18.0 Evaluation of Tender/ Bids: Eligibility proposals that are found to be responsive will be evaluated by Railway to check whether he/they meet the Eligibility Criteria as laid down in section 17

(Tender form 1) of tender document. Thereafter declaration about not having conflict of interest, that Tender does not contain any condition and other relevant documents attached with Tender Document may be verified by Railway. To facilitate evaluation Railway may at its sole discretion, seek clarifications in writing from any Tenderer on the attached documents in the format as considered appropriate by Railway. Notwithstanding anything to the contrary contained in the Tender Documents. Railway may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Tender Document that does not constitute a material deviation and that does not prejudice or affect the relative position of any Tenderer, provided it confirms to all the terms, condition of Tender Documents without any material deviation, objection, conditionality or reservation

“No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void.”

19.0 Contract Document:

19.1 Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

20.0 (A) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their

registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value:
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5 % below the market value;
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 3 % below market value or at the face value whichever is less.
- Also, FDR in favour of **Sr. DFM, Northern Railway, New Delhi**(free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

- (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- (iv) The format of Performance Guarantee is at Form-11.

20.1 Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

20.2 Applicable charges/recoveries/Advance etc: Please refer to Annexure-G of Tender Document.

20.3 Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

The special conditions are as under:

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

Shramikkaliyanportalatwww.shramikkalyan.indianrailways.gov.in'tillMonth Year.”(Rly.Board letter No. 2018/CE-I/CT/4 Dt. 17.10.2018).

21.0 WARRANTY: -

The contractor shall rectify defects that may arise in the executed work within a period of **Three years (Thirty-Six Months)** after certified completion of the work, such defects being due to bad workmanship or change in programming on the part of contractor. During the warranty of **Three Years** the contractor shall replace all the defective components / cards/Equipments free of cost. Warrantee period shall start from the certified date of commissioning of the system.

22.0 STORE TO BE SUPPLIED BY THE CONTRACTOR:

22.1 SSE/T/Railnet, Rail Bhawan, New Delhi will be the in-charge for execution & measurement of the Work. All materials being supplied to the Railway in this contract shall be supplied by the contractor at Store of **SSE/T/Railnet, Rail Bhawan, New Delhi**. The contractor shall take material from store of **SSE/T/Railnet, Rail Bhawan, New Delhi** to work site at his own cost and arrange tools and equipment's required in connection with the execution of works as detailed in schedule. **ADSTE/T/HQ** shall be the Officer-Incharge for this work.

22.2 If any material is supplied by the Railway either at the contractor's request or sue-moto in order to prevent any possible delay. In case the delay in the execution of the work likely to occur due to the contractor inability to make adequate arrangement for supply thereof or otherwise recovery will be made from the contractor's bill at the book rate at the last purchase rate or the prevailing market rate whichever is higher plus 5% on account of initial freight at 2% on account of accidental charges together with supervision charges at 12.5% of the total cost inclusive of material, freight & incidental charges. Freight between Railway sources of supply and the site of work shall be to the contractor's account. If however, the material required by the contractor is not available in Railway stock or the Railway decides not to supply the same, be that for what so ever reason the Railway shall not be bound to arrange for the supply at the cost quoted above or at any other cost nor will this fact be accepted as an excuse for delay in the execution of work.

23.0 Indemnity by Contractors:

The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

INDEMNITY BOND AND STANDING BANK GUARANTEE AGAINST MATERIALS SUPPLIED TO CONTRACTOR

Security of all materials in the section where the work is in progress shall be the Contractor's responsibility and he shall arrange to guard the same from thefts by outsiders or his labour. In the event of any loss, the Contractor shall be responsible to that effect and shall execute an indemnity bond for the materials that will remain in his custody, which has been supplied by the Railways. The stores lost, when under custody of the Contractor, will be made good by the Contractor.

For material supplied to the contractor by the railway, the contractor shall furnish a standing **Indemnity Bond** (in FORM-6). The contractor shall also furnish a standing Bank Guarantee as

per **FORM-6** for a sum of **Rs. 50,000/- (Rs. Fifty Thousand only)** for the advertised cost below **Rs. 50 Lacs** and sum of **Rs. 1,00,000/- (Rs. One Lacs only)** for the advertised cost above Rs. 50 Lacs for the material supplied by Railway direct from the time he commences taking delivery of material to the time the material are used in execution of work and quantities finally reconciled.

24.(1) Security Deposit:

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

24.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 31. (1) of standard condition of contract **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1) of standard condition of contract in case applicable.

24. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

24.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause

16.(4)(b) of standard condition of contract of this clause will be payable with interest accrued thereon.

25.0 INSPECTION OF MATERIAL:

Materials to be supplied by contractor shall be of best quality and shall conform to the relevant specification design and drawings. The materials shall be procured by the contractor(s) from the manufactures of repute or the authorized firms as approved by the Engineer-in-charge.

Inspection of all materials to be supplied under this contract will be carried out by the Railway. The insp. charges of inspection will be on the Railway's account subject to other provisions here in contained. The contractor shall give at least 4 weeks' notice to the purchaser or his nominee to enable him to arrange necessary inspection.

Materials appearing in RDSO approved list as per IRS/RDSO design or specification shall be inspected by RDSO before they are finally used in works. Materials other than this will be inspected by purchaser/Engineer or his representative/RITES. Telecom items of DOT/TEC specification which are inspected by RDSO usually shall also be got inspected by RDSO.

In case RDSO do not inspect an item on account of item being of small value or shows inability to inspect the material for any reasons, the same may be inspected by consignee or any other Railway representative. The cost of all test and/or analysis affected at the manufacture/contractor's works shall be borne by the contractor. The expenses of travel, boarding and lodging for Railway's Engineer/agent deputed for inspection shall be borne by the Railway.

Materials put up for inspection shall be exactly for the type and quantity laid down in the schedule of works. Any variation shall require the prior approval of the Railway before the material is manufactured or tendered for inspection.

Railway's Engineer will, inspect and test the work at all stages and shall have full powers to reject all or any work that may be considered defective or inferior in quality of material of poor workmanship or design. The contractor shall carry out such tests at his cost as are necessary in the opinion of the Railways to ensure necessary compliance of the specifications of the contract.

All material brought to site can be erected only after inspection and acceptance by the Engineer in-charge or his authorized representative.

During the execution of the contract, samples may be taken for the purpose of test and/or analysis under the conditions laid down in specifications, such samples to be prepared for testing and forwarded to the testing agency and shall be free of all cost of the Railway.

The contractor will be called upon to pay all the expenses incurred by the Railway in respect of any work or materials found to be defective or of inferior quality, adulterated or otherwise unacceptable.

The completed installation at all stages shall be subjected to checks and test as decided by Railways and the contractor shall be liable to remedy such defects as discovered during these checks and test and make good all deficiencies brought out. However, complete installation will be taken over finally on completion of the full system, it will be the responsibility of the contractor to rectify any discrepancy noticed within a period of one month from the date the complete system is taken over. For the purpose of taking over, joint inspection will be carried out by DSTE/ADSTE and

SSE(Sig)/SSE(Tele). The contractor should make himself or his representative available at the time of joint inspection. The decision of the Engineer shall be final in the matter.

The contractor shall advise the Railway 15 days in advance the time when his portion of the work will be completed by him and be ready for inspection. The Railway will make inspection after the advice of completion of work is received from the Contractor.

Although the contractor's portion of the work shall be inspected by the Railway as indicated above, it is possible that certain defects may appear at the time of installation. The contractor shall be responsible to rectify these defects to the satisfaction of the Railway.

During inspection of installation by Railway Engineer the contractor shall make such tests as would be necessary to demonstrate to the satisfaction of the Railway that the work as completed by him is in accordance with the specifications of the contract. The contractor shall provide such instruments and apparatus as may be necessary for making these tests.

- 1) **RDSO INSPECTION:** Telecommunication/Networking items which appear in RDSO approved list and supply value is above Rs.5,00,000/- should be got inspected by RDSO. All item irrespective of their value, if it falls in critical list of items (as mentioned by RDSO), will be inspected by RDSO.
- (a) Existing Boards guidelines for placement of developmental orders on new sources shall be followed by Railways.
- 2) **RTES INSPECTION:** All Telecommunication/Networking items which appear in RDSO approved list for which supply cost is above Rs.5,00,000/- should be got inspected by RTES.
- 3) In case RDSO/RTES show inability to inspect the material for any reason, competent authority shall make alternative arrangement for inspection.
- 4) Before placing order and arranging supply of material, approval regarding inspecting authority will be taken from **DSTE/Tele/HQ/DLI& DSTE/Sig/HQ/DLI**.

26. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

26A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted

- date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 Days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 Days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

- 26B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of GCC April 2022) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of

Liquidated damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

26C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

27.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

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

28.0 EXECUTION OF WORKS as per GCC April 2022

28A. Deployment of Qualified Engineers at Work Sites by the Contractor:

- 28A.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.
- 28A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents.
- 28A.3** No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

29.(1) Clearance of Site on Completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

29. (2) Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice , if the Engineer is of the opinion that :-

- (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work,
- (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work; and
- (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agencies. The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above-mentioned offloading of works.

30.0 VARIATIONS IN EXTENT OF CONTRACT

- 30.1 Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is

incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

30.2 Powers of Modification to Contract: The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

30.(2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

30.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the

contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

31.0 CLAIMS

31.(1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

31.(2) Signing of "No Claim" Certificate : The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

32.0 MEASUREMENTS, CERTIFICATES AND PAYMENTS

Quantities in Bill(s) of Quantities Annexed to Contract: The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

32(i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-

measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.

- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

32(ii) Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of GCC on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) **Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 32(i) above.

- 33.1 "On-Account" Payments:** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and

shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

33.(2) Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.

33.(3) On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

34. Manner of Payment: Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

34.1	Payment against Items containing supply, Installation and commissioning	<p>Against items containing supply, Installation and commissioning as part of their description.</p> <p>(i) 80% payment of the value of each supply item will be paid on production:-</p> <p>(a) Receipt of Material in good condition at Consignee's depot.</p> <p>(b) Original inspection certificate/waiver of inspection issued by Inspecting Officer.</p> <p>(c) Invoice in duplicate.</p> <p>(d) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.</p> <p>(ii) 10% payment of the value of each supply item will be made after successful installation and testing of the item at site.</p> <p>(iii) 10% after final completion of work (with FCC).</p>
34.2	Payment against Supply Items, which containing separate item of installation & commissioning.	<p>(i) 90% payment of the value of each supply item will be paid on production of the following documents:-</p> <p>(a) Receipt of Material in good condition at Consignee's depot.</p> <p>(b) Original inspection certificate/waiver of inspection issued by Inspecting Officer.</p> <p>(c) Invoice in duplicate.</p> <p>(d) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.</p> <p>(ii) 10% after final completion of work (with FCC).</p>

34.3	Payment against supply item only, which does not involve installation at site. (For example like Tool Kit, cable fault locator etc.)	(i) 100% payment of the value of each supply item will be paid on production following documents:- (a) Receipt of Material in good condition at Consignee's depot. (b) Original inspection certificate/waiver of inspection issued by Inspecting Officer. (c) Invoice in duplicate. (d) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract. Note: 100% payment will be made after receipt of the equipment duly inspected by the nominated inspection authority and no loss certificate by the consignee.
34.4	Items involving only installation & commissioning	a) 90% of accepted rate on installation. b) 10% after final completion of work (with FCC)

35.0. Price Variation Clause (PVC):

Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs. 2 Crores as per IR GCC April 2022 with Latest Amendments & R.B L.No.2022/CE-I/CT/GCC-2022/Policy dated 14.07.2022.**

- 36. Maintenance of Works:** The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

- 37.(1) Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

- 37.(2) Contractor not Absolved by Completion Certificate:** The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- 37.(3) Final Supplementary Agreement:** After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal no claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the Final Supplementary Agreement as per Annexure XIV.
- 38.0. Approval only by Maintenance Certificate:** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 39 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.
- 39.(1) Maintenance Certificate:** The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 37 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway. The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned
- 39.(2) Cessation of Railway's Liability:** The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 39.(3) Unfulfilled Obligations:** Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.
- 40.(1) Final Payment:** On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of Quantities and for extra works on rates determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the

Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

40.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

40-A. Production of Vouchers etc. by the Contractor:

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.
- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

41.0 Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway 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 Railway 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 Railway shall be entitled to withhold and have a lien 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 this or any other Railway or any Department of the Central Government 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 Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court 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. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway 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 / company, as the case may be whether in his individual capacity or otherwise.

41-A Lien in Respect of Claims in other Contracts:

- (i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and 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.

- 42. Signature on Receipts for Amounts:** Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

- 43. LABOUR: As per GCC April, 2022**

44.0 DETERMINATION OF CONTRACT

44.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.

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

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

45.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions in GCC, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers in GCC.
- (x) Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) in GCC of available in the Instructions to Tenderers.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions in GCC, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions in GCC, or

- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions in GCC, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions in GCC.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

45.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm. Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.
- (c) In the contract rescinded in part or parts,
 - (i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
 - (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions in GCC.
 - (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
 - (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm

- shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
 - (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
 - (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

46.0 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES as per GCC April, 2022

Note: Any Other Clauses or Para's which is not mentioned in Tender Document will be dealt as per GCC April 2022 with latest amendments with all correction slips up to date.

CHAPTER-II
SPECIAL CONDITIONS
OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1 The following items will form part of the tender document.
 - 1.1.1 Offer letter.
 - 1.1.2 Instructions to the tenderer(s) and conditions of tender.
 - 1.1.3 Special conditions of contract.
 - 1.1.4 Schedule of approximate quantities (attached).
 - 1.1.5 Technical specifications and other stipulations.
 - 1.1.6 Northern Railway's General conditions of contract (GCC) regulations and instructions for tenderer and standard form of contract, Engineering department 2022 with latest amendments.
- 1.2 The printed book shown against item no.1.1.6 above can be had from any Divisional Railway Manager's office of the Northern Railway on the payment of the prescribed cost.
- 1.3 These "Special Conditions", the clauses of the tender conditions & Instructions to tenderer(s) & technical specifications, the stipulation made in the schedule of rates and quantities, shall govern the work to be done under this contract in addition to and/or in part suppression of the Northern Railway General Conditions of contracts and regulation and instruction to tenderer(s) and standard form of contract of Engineering Department (latest) embodying correction up to date. Where there is any conflict between the tender conditions and instructions to tenderer(s) special conditions, technical specifications, stipulations contained in schedule of rates & quantities on one hand and General Conditions of contract and regulations and instructions of tenderer(s) and standard form of contract on the other, the former shall prevail. Any special conditions staged by the tenderer(s) in covering letter submitted along with the tender shall be deemed to be the Railways only have explicitly accepted a part of the contract to such extent.

2.0 FOR SECURITY DEPOSIT:

- 2.1 Senior Divisional Finance Manager, Northern Railway, State Entry Road. DRM's office, New Delhi.
- 2.2 For all other matters pertaining to contractual, policy design schedule of quantities and submission of bills. Senior Divisional Signal & Telecom Engineer/C/DLI, Northern Railway, DRM's office, State Entry Road, New Delhi-110055.

3.0 AGREEMENT:

The successful tenderer shall, within seven days after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates and conditions, in such form as the Railways together with the conditions of contract, specification and schedule of prices referred to therein duly complete.

4.0 SCOPE AND PROGRAMME OF WORK:

- 4.1 The contractor shall have necessary resources to execute the work, so that the work of **Provision of Quantum key distribution-based encryption for highly sensitive data communication between Sena Bhawan, IRCTC, Railtel and Rail Bhawan.** may be completed **within** given period from the date of issue of letter of acceptance of tender.
- 4.2 As the work is required to be carried out in office hours and after office hours or on holidays or even during the night to complete the work within stipulated time. No extra payment for this shall be paid to the contractor.
- 4.3 The contractor shall be held responsible for the execution of the work according to the time schedule given above for the execution of the work in full compliance of the specifications. Failure to comply

with the any of these will be dealt with as per Northern Railway General conditions of contract of the Engineering Department of Northern Railway.

- 4.4 The contractor on his part will have to employ Engineer / Labour in full strength commensurate with working area available. He will also arrange matching materials and equipments to complete the job most expeditiously so as to ensure that the work is completed in the time schedule.
- 4.5 The contractor should nominate a competent supervisor / Engineer in accordance with the provision contained in of special conditions of contract as his representative on the work who will be authorized to give the acknowledgement of materials issued by the Railway and take orders issued by the inspecting officer of the Railway.
- 4.6 Inspection register shall be maintained at the site of work wherein instructions regarding the working etc. shall be recording by the Engineer or his executive subordinate. It is expected from of the contractor or his representative at the site to note such instructions whenever asked upon to do so and take action accordingly.
- 4.7 Initially contractor shall supply item wise activity bar chart. The contractor shall furnish at the end of each week of the month, a progress report showing progress of work, material received at site and detail of the work planned to be executed during the next week.
- 4.8 Weekly joint inspection in respect to the work shall be done by the Railway representative/ Engineer/supervisor of the contractor. Railway will have the full right not allow the contractor to proceed further unless the deficiencies as noted down during the joint inspection are rectified.

5.0 RELEASED MATERIAL

The materials released if any, on account of installation of new gears/equipment shall be returned to store of the **SSE/Tele/Works at Sabzi Mandi**.

6.0 STORAGE OF MATERIALS:

The storage of materials, tools and machinery used by the contractor shall be done in an orderly manner and anything used by the contractor for the execution of the work should be in no way cause a danger or hindrance to the working of the Railway or to the movement of its staff or passengers.

7.0 SPECIAL CONDITIONS OF THE CONTRACT:

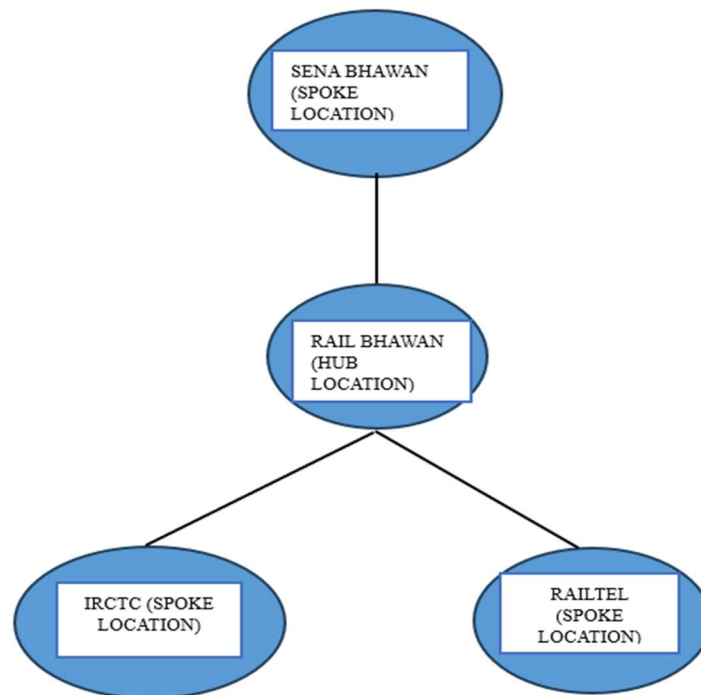
- (i) During the work, if any fault occurs or any problem is detected, the material shall be put in working order by the contractor by rectifying the faults or by relaying the cable etc. free of cost.
- (ii) Materials shall first be offered for inspection before supply as per terms & condition mentioned in Tender document.
- (iii) No man, transport and material shall be supplied by the Railway for the work.
- (iv) Quantity as mentioned in Schedule may increase or decrease as per extent rules.
- (v) Materials & workmanship to be supplied/work done by the contractor / firm shall be of high quality and standard make.
- (vi) The Railway shall have full power to reject any materials that the Railway may consider to be defective or inferior in quality / workman ship or otherwise not accordance with the specifications.
- (vii) No multiple solutions / offers should be given by the contractor. In case the multiple Solutions / offers are received from one contractor than same will be rejected.
- (viii) The price quoted should be included of (all Taxes) GST, duties, levies, octroi, freight etc. imposed by Central / state government. No extra cost will be paid for this by the Railway.

- (ix) MOU with RDSO approved source or TEC approved source or the OEM covering supply, installation, testing, commissioning of system shall be submitted including after sales support required during the warranty period.

CHAPTER-III
SCOPE OF THE WORK AND
TECHNICAL SPECIFICATIONS

SCOPE OF THE WORK, TECHNICAL INSTRUCTIONS AND SPECIFICATIONS:**1.0 SCOPE OF THE WORK: -**

- a) This work includes **Provision of Quantum key distribution-based encryption for highly sensitive data communication between SENA Bhawan, IRCTC, RailTel and Rail Bhawan.**
- b) The Tenderer shall either be OEM or submit along with their offer, tender specific authorization from the OEM certifying that the OEM shall provide technical support during execution of the work as well as post commissioning maintenance support. The OEM shall have Technology approval certificate/ Type Approval Certificate from DOT as per TEC Standard.No.91000:2022 or latest. The Certificate clearly mentioning Standard for GR.No. Amendment No. and date shall be submitted along with the offer.
- c) QKD System should be tamper proof for full security.
- d) QKD System should have resilience to denial-of-service attack on the quantum channel.
- e) Railways will provide two fibres for QKD system.

Schematic Diagram of Quantum Key Distribution System is as follows: -

- f) All accessories like MCBs, power socket, nut-bolts, fasteners, installation material/fixtures, clamps, flexible pipe, connectors, couplers Any Hardware, Software etc. which shall be required to meet the end objective for this work shall be supply, installed and commissioned by the firm with lifetime licenses, no extra payment will be paid for this.
- g) During the work, if any fault occurs or any problem is detected, the material shall be put in working order by the contractor by rectifying/replacement the faults or by relaying the cable etc. free of cost.

- h) Materials shall be first offered for inspection before supply as per terms & condition mentioned in Tender document.

1.1.1 Remote Monitoring System (Schedule Item No.04)

Operating system	Genuine Windows 11 Home or better.
Processor	11th Generation Intel® Core™ i5 processor or better
Display size	14" or better Full HD (1920×1080) resolution or better
Memory	8 GB DDR4 or better.
Hard drive	512 GB SSD or better.
Bluetooth	Yes
Wireless	802.11a/b/g/n/ac.
Graphics	Integrated
Webcam	720p or better.
HDMI Port	Minimum One
Office	Genuine MS Office Home and Student 2019 or latest.
Ethernet Port	Internal/External.
USB	Minimum 3 Nos.

It should be of Hp or Dell or other reputed make.

1.1.2 2 KVA Online UPS with 1600 VAH Battery backup (Schedule Item No.06)

2 KVA Online UPS		
S. No	OUTPUT	
1	Output Power capacity	2 KVA
2	Nominal Output Voltage	AC Single Phase 230V +/-1% 50 Hz
3	Overall Efficiency	>88.00%
4	Power Factor	0.8 or better
5	By pass Type	Static Bypass
6	Wave Form Type	Sine Wave
INPUT		
1	Nominal Input Voltage	AC Single Phase 160V-260V
Battery & Environmental Conditions		
1	BATTERY BACKUP	Minimum 1600 VAH
2	Operating Temp	Minimum 0 to 40 degrees Celsius.
Communications and management		
1	Control Panel	Multifunction LCD Status and control console
2	Audible Alarm	Alarm when on battery: distinctive low battery alarm.

Battery bank

- I. UPS shall be supplied with 12 volts SMF VRLA batteries of Make Exide/AMARON/HBL or other reputed make.
- II. The UPS shall be supplied with Trolley for battery bank, battery, Cables and connectors etc.

1.1.3 Networking Rack 19"/42U (Sch Item.no.08)

1. Racks should be of 42U height and 800mm width (for standard 19" equipment mounting) with reducing channels at front and rear end for mounting. Depth of Racks Shall be as per scope of requirement.
2. Front door of rack shall be of tinted toughened glass.
3. Fully louvered removable side panels, Rear MS door.
4. Lockable doors and side panels.
5. Both Doors (Front & Rear) should be closed after installing servers and other equipment.
6. Cable entry from top and bottom panels.
7. Equipment mounting angles inside the rack shall be fully reversible and shall have height markings for ease of use.
8. Racks should be equipped with two number vertical power distribution unit. Power distribution unit shall consist of minimum 10 sockets of 5/15 Amps capacity with indicator and one 32 Amps MCB.
9. Racks shall be equipped with five numbers of 1U horizontal cable manager and two numbers of vertical cable manager for cable management.
10. Racks shall be accompanied with three packets of mounting hardware accessories.
11. Racks should be supplied with one movable & three fix horizontal tray.
12. Racks should have Four Cooling fans mounted on the inside top for forced cooling.

It should be of EPI or President or Netcell or Rittal or Netrack or SVTel or Rackom or Schneider or D-Link or Legrand or Valrack or other reputed make.

CHAPTER – IV

Forms

Annexure-A

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),
 M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of (*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including besides banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) **..... and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance

guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or,
if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.**

ANNEXURE-A (1)

This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) / Hindu undivided Family HUF / Limited Liability Partnership (LLP) etc.)

I/We.....(Name), attorney/authorized signatory of the..... (constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under:

1. I/We certify that..... (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/ Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

Annexure-B**POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with Stamp Duty Act. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms.
 . . who is presently employed with us and holding the position of . . . as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of

..... including signing and submission of all documents and providing information/ responses to Northern Railway representing us in all matters, dealing with Northern Railway in all matters in connection with our Tender for the said work.

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

Dated this. day of 202...

Place:

(Signature.....,

Name& Designation in Block letters of

Person authorized to sign Power of Attorney

for and on behalf of the Applicant Tenderer)

Common Seal of Company

I accept.

(Signature of Authorized Signatory)

Name and Designation of AS

Notes:

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (b) Please refer to Para.....of GCC Part-I for requirement of the Documents to be submitted in different cases of Tenderer being Sole Proprietor, Partnership, Private / Public Limited Company etc.
- (c) The obligations to Railway will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

<p><u>Witness 1:</u></p> <p>Signature.....</p> <p>Name.....</p> <p>(In Capital)</p> <p>Address.....</p> <p>.....</p>
<p><u>Witness 2:</u></p> <p>Signature.....</p> <p>Name.....</p> <p>(In Capital)</p> <p>Address.....</p> <p>.....</p>

Annexure-C**Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works****Date:**

_____, S/o, D/o, W/o _____, Resident of
 _____ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: 297 dated: 31.08.2018.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and **I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.**

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Telecom Product/Services/Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the products
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of _____ (Name of firm/entity)

Authorized signatory (To be duly authorized by Board of Directors)

Name:

Designation:

Contact No.

Date:

ANNEXURE-E**DECLARATION/UNDERTAKING**

I/We(Name and Designation of tenderer/Authorized Person of tender) do hereby declare as under:

1. That I/We are an individual/ Partnership firm/Company/ Society/JV and

(a) That I/We are not a retired Engineer of the gazetted rank or any other gazetted officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,

(b) That I/We being partnership firm / company / joint venture (JV) / registered society / registered trust etc have none of our partners a retired Engineer or retired gazetted officer as aforesaid.

(c) That I/We being an incorporated company have not any such retired Engineer or retired officer as one of directors.

(d) That I/We do not have in our employment any retired Engineer or retired gazetted officer retired from government service (at least 1 year prior to the date of submission of the tender)

(e) That I/We being an individual contractor, do not have a member (s) of family or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. have one or more of partner(s) /shareholder(s) or member(s) of family of the partner(s) /shareholder(s) employed in gazetted capacity in the Engineering or any other department of the railway.

OR

(a) That I am a Retired Engineer of the Gazetted rank participated in the tender in individual capacity as (Name of the firm) with following details :

Name	Date of retirement	Post held, Place and Railway unit from which retired	Details of permission taken if such retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year prior to the date of submission of tender
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2 (b) That I/We are a Partnership firm/Company/Society/JV and have following retired Railway Gazetted Officer as our Partner(s)/ Director(s)/Employee :

S. No.	Name	Position in tendering entity i.e.Partner/Director Employee	Date of Retirement, Post held, Place and Railway unit from which retired	Details of permission taken if such Retired Engineer or Gazetted Officer had not retired from Govt. Office at least 1 year
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prior to the date
of submission of
tender

of family of the individual tenders/ partner(s) /Share Holder(s) employed in Gazetted capacity in the Indian Railways:

S. No.	Name of the gazetted railway Officer who is/are partner(s) /Share Holder(s) or member(s) of family of Share Holder(s) of tenderer	Post held and Place of Posting	Railway/ Unit	Details of Share holding or Relationship with individual/ share holder of the tenderer
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Note :

i **(i) Strike Off (1) or (2) as applicable.**

ii **(ii) In case (1) is applicable and any of the 2(a), (b) or (c) is not applicable NIL may be filled.**

Place:- (Signatures of Authorized signatory)

Name of the tendering firm

Dated:

ANNEXURE-F**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria****Participation of Partnership Firms in works tenders:**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
3. Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners GCC April 2022.
4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.
If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.
5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
7. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
8. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

9. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
10. In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a) Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
- (b) Duration of the partnership deed and partnership firm agreement:
The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.
- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
11. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- (i) A notarized copy of partnership deed.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iv) All other documents in terms of explanatory notes in clause 10 above.
12. **Evaluation of eligibility of a partnership firm:** Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in 3.5 above

ANNEXURE-G**Applicable charges/recoveries/Advance etc.**

S.No.	Item	Description
1.	Water charges	In case of contractor using Railway’s water sources, water charges will be deducted @1% of the cost of the item(s) where water is being consumed.
2.	BOCW cess	The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor’s bills as per provisions of the Act. For enactment of this Act, the tenderer shall be required to pay BOCW cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item ”. Recoverable amount of BOCW cess at the rate of 1% shall be credited under Suspense Head Deposit Misc (BOCW cess) before arranging payment to the contractor as per directive of Railway Board issued vide letter No. 2008/CE-I/CT/6 dated 08.11.2012 with the concurrence of “Finance Directorate of Ministry of Railway” .
3.	Deployment of Technical supervisor	<div>In terms of provisions of new clause 26 A.1 to the General Conditions of Contract (GCC), Contractor has to deploy following Qualified Engineers during execution of work:</div> <div><div>one qualified Graduate Engineerwhen cost of work to be executed is Rs. 200 lacs and above, and</div><div>One qualified Diploma Engineerwhen cost of work to be executed is more than Rs. 25 lacs, but less than Rs. 200 lacs</div></div>

S. No.	Item	Description
		Graduate /Diploma holder Engineer will be available at site as and when or for the period as directed by Engineer's representative.
		Further, In case the Contractor fails to employ the Qualified Engineer, as aforesaid in above Paras, in terms of clause 26 A.1 to the General Conditions of Contract Part-II, shall be liable to pay an amount of Rs. 40, 000.00 and Rs. 25, 000.00 for each month or part thereof for the default period. (Railway Board's letter no: 2012/CE-I/CT/0/20 Dated: 10.05.2013)
4.	Income Tax	As applicable
5.	GSTIN NO	As applicable
6.	Brick bat	Quantity X rates of item no: 055140 + Tender % + 12.5% +7.5%+5%
7.	Tools and plants	The hire charges of tools and plants provided to the contractor will be as per letter no 64/W2/CT/56 dated. 27-03-1967 and 64/W2/CT/56 dated: 20.11.79.
8.	Mobilization advance	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/18 Pt.3 dated 23.05.2012
9.	Stage Payment for Steel supplied by the contractor	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/183 dated: 07.3.2008

ANNEXURE-H**Details of Beneficiary for Electronic Transfer of Funds**

1	Beneficiary Name	:	
2	Beneficiary Address	:	
3	Bank Name	:	
4	Branch Address	:	
5	IFSC Code	:	
6	MICR Code	:	
7	Account Type	:	
8	Account Number	:	
9	City:	:	
10	Tel./Fax No. (if any)	:	
11	PAN NO.	:	
12.	Service Tax Registration number linked with PAN no		
13	GSTIN NO.	:	
14	Signature of Beneficiary		

Signature of Bank Official with Stamp

FORM-1**DETAILS OF WORKS COMPLETED OR SUBSTANTIALLY COMPLETED IN LAST 7 FINANCIAL YEARS i.e.ONWARDS TO ADJUDGE TECHNICAL ELIGIBILITY****(All figures in Rs Lacs)**

S.N o.	Name of the Work ¹	Final cost of Completed work	Actual Date of Completion	Name & Nature of the Firm ²	Completion Certificate ³ at Page	%age of the Tenderer ⁴	Amount for Technical eligibility
	1.	2	3	4	5	6	7= 6x2
1.							
2.							
Total							

Superscript Notes:

1. The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.

Three similar works costing not less than the amount equal to 30% of advertised value of tender, or

Two similar works costing not less than the amount equal to 40% of advertised value of tender, or

One Similar work costing not less than the amount equal to 60% of advertised value of tender.

2. Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.

3. Completion Certificate issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & Final cost of the Work, Date of Completion etc. must be attached. No printed Document like annual report etc. should be attached with Tender Document.

4. Please go through the Para.no.14 of Tender Document. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).

5. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It will lead to disqualification of Tender

Signature of the Tenderer(s)

Name of Signatory-----

FORM-2

Each Bidder must fill in this form separately:

NAME OF BIDDER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. _____

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

FORM-3**Statement of works being executed/in hand by the contractor/s**

S N.	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)
	1	2	3	4
1.				
2.				
3.				

Agreemental cost of work cost/likely cost	Principal/ Technical features work in brief	SN at which relevant certificate/Documents are attached	Payment taken till.
5	6	7	8

Signature of the Tenderer(s)

Name of Signatory-----

FORM-4**SYSTEM PERFORMANCE GUARANTEE
PROFORMA FOR THE SYSTEM PERFORMANCE GUARANTEE**

To
The President of India,

I/we _____ hereby guarantee that the design on the basis of which we have submitted our tender No.

_____ has been carefully examined to confirm to the end objectives in the tender documents and to technical specifications therein. We further guarantee that in the event of the performance of the system, when installed, not complying with the end objectives or with the specifications contained in the tender documents, we shall provide further inputs to enable the Railways to realize the end objectives contained in these documents without any additional payment for any additional equipment which may be required in this regard. We further guarantee that all the expenses including the expenses incurred in India for providing the additional inputs under the System Guarantee will be borne by us. We further guarantee that these additional inputs will be provided by us to make the system workable within 8 months from the date on which this guarantee is invoked by the Purchaser.

(Signature of Firm's authorized Officer)

Seal

Signature of witness:

- 1.-----
- 2.-----

FORM-5**CONSTITUTION OF THE FIRM**

1	Constitution of the Firm/concern. (Tick as applicable)	Sole proprietorship/partnership Firm/Company/JV/Society.
2	Full name of firm/Company/JV/ Society	
3	Year of formation/incorporation	
4	PAN No.	
5	Registered office Address	
6	Address on which correspondence regarding this tender should be done.	
7	Name of the proprietor/partners/JV members etc.	

We have enclosed along with the tender, all the requisite documents pertaining to the constitution of the firm/concern/company etc., as specified in clause 11 of “Instructions to tenderer(s)” (Chapter-I). I/we understand that in the absence of these documents, our tender shall be treated as having been submitted by the individual who has signed the tender documents.

Signature of tenderer(s)

Note: (i) Special attention of tenderer(s) is drawn to clause 12.0 of “instruction to tenderer(s)” (Chapter-I), as per which the tenderer must submit along with tender, the documents mentioned therein pertaining to constitution of firm/concern.

(ii) Special attention of tenderer(s) is drawn to clause 10.0 of “instruction to tenderer(s)” (Chapter-I), as per which they should submit the requisite documents along with tender pertaining to their technical & financial eligibility.

Signature of the Tenderer(s)

Name of Signatory-----

FORM-6

**STANDING INDEMINITY BOND FOR MATERIAL SUPPLIED TO THE CONTRACT BY
RAILWAY
(ON STAMP PAPER OF REQUISITE VALUE)**

We M/S _____ (hereinafter called for contractor) do hereby undertake that we shall hold in our custody for and on behalf of the President of India acting in the premises through the General Manager, Northern Railway or his successor (herein after referred to as “PURCHASE”) and his property in trust for him all imported and indigenous materials which have been handed over to us except under clause 9(b) and 9(c) of the special conditions of contract against the contract for _____ on the _____ of Northern Railway vide letter of acceptance of tender no _____ dated _____ and the material such as _____ handed over to us by the Railway for the purpose of execution of the said contract until such time the materials are duly installed and / or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and non erected equipment to the Railway, or as directed otherwise and shall indemnify the Railway against any loss, damage or deterioration what so ever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be opened for inspection by the officer authorized by the General Manager, Northern Railway or his successor. Should any loss, damage or deterioration of materials occur or surplus material disposed of & a refund becomes due, the railway shall be entitled in recovering from us the full cost & compensation determined in terms & conditions of the contract for such loss or damage if any along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any such due or any sum which at any time hereafter becomes due to such under the said or any other contract.

In the event of loss or damage as aforesaid the assessment of such loss or damages the assessment of the compensation thereof would be made by the president of India acting through the General Manager, Northern Railway or his authorized nominee & shall be final & binding upon us.

Signed at On thisDay of 201_

Signature of witness _____ for & on behalf of _____

Name of witness _____ M/S _____

ADDRESS _____ Contractor _____

FORM-7**Bio-data of Engineers, Supervisors and artisans already on the roll of the tenderer / Proposed to be deployed for this work.**

S.N	Name & Designation	Qualification	Professional experience	Organization with whom working	Date by which personnel will be available for this work.

FORM-8**Details of Plant and Machinery already available with the firm.**

S N	Particulars of equipment	o N o . o f U n i t .	KK ind & ma ke	Capacit y	Date by which the plant would be available for use on this work	Age & condition	Work on which it is being used.
	1	2	3	4	5	6	7
1							
2							

Signature of the Tenderer(s)

PROFORMA

DECLARATION

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and particular the following:-

Topography of area.

Soil strata at site of work.

Sources and availability of construction materials.

Rates for construction of material, water, electricity including all local taxes, royalties, octroi etc.

Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.

The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us

The availability and rates of private land etc. that shall be required by me/us for various purposes.

Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

Signature of the Tenderer(s)

FORM-10**RAILWAY****CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings hereinto annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:**Witnesses:**

**BANK GUARANTEE BOND
PERFORMANCE GUARANTEE BOND**

Name of the Bank -----

President of India

Acting through Sr. DFM/N.Rly,

Bank Guarantee Bond No.:

Date: -----

PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through ----- (Designation & address of Contract signing Authority). Northern Railway, ----- (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. ----- dated ----- made between----- (Designation & address of contract signing Authority) and ----- (here in after called "the said contractor(s)" for the work----- (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.----- (Rs. only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance of his obligations in accordance with the terms & conditions in the said agreement.

1. We..... (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay the Government an amount not exceeding Rs. (Rs. only) on demand by the Government.
2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Sr. DFM/N.Rly (-----), stating that the amount claimed is due by way o loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor 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. (Rupees..... Only).
3. (a) We..... (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
 - (a) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s), shall have no claim against us for making such payment.
4. We,..... (indicate the name of bank) to 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 Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (Designation & Address of contract signing authority) on behalf of the Government. Certify that the terms and conditions of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharges this guarantee.
5. (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this

guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee for the date aforesaid.

(b) Provided always that we.....(indicate the name of the bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we.....(indicate the name of the bank) shall pay the Government the full amount of guarantee on demand and without demur.

6. We,(indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Government against the said contract (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.
7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto..... (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for
(indicate the name of bank)

Signature of Banks Authorised official

(Name).....

Designation with Code No.....

Full Address.....

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

(Bid Security)**Bank Guarantee Bond from any scheduled commercial bank of India***(On non-judicial stamp paper, which should be in the name of the Executing Bank).***Name of the Bank:**

President of India,

Acting through,

Northern Railway,

Beneficiary: Railway

D a t e : _____

.....

Bank Guarantee Bond No.:**Date:**

In consideration of the President of India acting through ----- (*Designation & address of Contract Signing Authority*), Railway, , (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No.. _____, We have been informed that [*Insert name of the Bidder*]..... (*hereinafter called "the Bidder"*) intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [*Insert required Value of Bid Security*], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, [*Insert Name of the Bank*], with its Branch [*Insert Address*] having its Headquarters office at..... [*Insert Address*], hereinafter called the **Bank**, acting through [*Insert Name and Designation of the authorised persons of the Bank*], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....***[insert date of issue]***till.....***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

Place Bank's Seal and authorized signature(s)
[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

>>>>>END OF DOCUMENT<<<<<