RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking)

LIMITED TENDER DOCUMENT

FOR

“Supply/renewal of Content Keeper License”

(Single Packet System)

RailTel/Tender/LT/CO/ITP/2020-21/Content Keeper License/536
Dated- 16.06.2020

RAJEEV KUMAR

Digitally signed by RAJEEV KUMAR
Date: 2020.06.17 11:14:26 IST

RailTel/Tender/LT/CO/ITP/2020-21/ Content Keeper License/536
Dated: 16.06.2020

Bid Data Sheet

SPECIAL LIMITED TENDER NOTICE

Special Limited Tender Notice No. RailTel/Tender/LT/CO/ITP/2020-21/Content Keeper License /536 Dated 16.06.2020

RailTel Corporation of India Ltd. (RailTel) invites Limited tenders (single packet) for **"Supply/renewal of Content Keeper Solution"**

The details are as under: -

a)	**Last Date and Time of Submission of offer**	**Up to 15:00 hrs of 25.06.2020**
b)	**Time of opening of Limited Tender**	**15:30 hrs of 25.06.2020**
c)	**Validity of offer**	**60 days**
d)	**Delivery period**	**30 days**
e)	**Earnest Money (EMD):**	**Rs. 77,000/- (Rupees Seventy Seven Thousand Only).**
f)	EMD and Tender Fee need to be deposited online through RailTel's e-Nivida portal)	
g)	Copy of Tender Document is enclosed herewith & also sent through email. All pages of original tender document duly signed by the tenderer along with the offer should be submitted online on e-nivida Portal https://railtel.enivida.com .	
h)	For small scale units registered with NSIC/MSME under single point registration Scheme and participating in this tender enquiry, following exemptions are available: - They are exempted from depositing Earnest money and cost of tender document. These exemptions are applicable provided units are registered with NSIC/MSME for tendered item and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, copy of their current and valid NSIC/MSME registration certificate for the tendered item, otherwise their offer would not be considered.	

Shri Chandra
Joint General Manager/ITP
For & on behalf of
RailTel Corporation of India Ltd.

INDEX

CHAPTER-1

OFFER LETTER

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

1. I/We ____ have read the various conditions detailed in tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to supply various equipment at the rates quoted in the attached schedules and hereby bind myself/ourselves to complete the work of "……." within 30 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the supplies according to the Specifications for materials and works laid down by RailTel.

2. A sum of Rs ……………… through e-Nivida Portal herewith submitted as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 30 days after issue of Purchase Order.

SIGNATURE OF SUPPLIER (S)

Date:

CONTTRACTOR (S) ADDRESS

SIGNATURE OF WITNESS:

1.

2.

CHAPTER-2

SCHEDULE OF REQUIREMENT (SOR)

SN	Item Description	UOM	Qty	Unit Price (in Rs.)	IGST	CGST	SGST	Unit Rate (All inclusive) (in Rs.)	Total Cost (in Rs.)
				(a)	(b)	(c)	(d)	(e)	(f)
1.	Supply/Renewal of Content Keeper License with 3 years support as per technical specification in Chapter-3.	Nos	06						
	Grand Total								

Note:

1.1 Unit rate quoted against SOR above should be FOR destination inclusive of all duties, taxes, insurance and freight etc.

1.2 Cost breakup to be submitted by the bidder:

a. Basic Rate
b. CGST
c. IGST
d. SGST
e. Any other charges

1.3 The breakup of price of each item of SOR in terms of basic Unit price, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.

1.4 If Supplier fails to furnish necessary document i.e invoices etc, in respect of duties/taxes cenvatable the amount pertaining to such duties/taxes will be deducted from the payment due to the firm.

1.5 Tenderer must also furnish unit rate of all the supply of items mentioned in the SOR, which will be required for the Solution. These will also form part of the Rate Contract for procurement of items as when required.

1.6 User manual, instruction manual, operating manual etc. wherever required shall be submitted by the bidder.

CHAPTER-3

Technical Specifications

Name of Software	:	Content Keeper Licenses with 03 Years Support
Software Domain/ Type	:	Enterprise open source
Type of Operating System	:	Server (Network) Operating System
Tasking	:	multi-tasking OS
Users	:	Multi User
Distributed Operating System	:	Yes
Resource Access Control	:	Yes
Supports Virtualization	:	Yes
Number of Years upto which Support(Warranty) is available from OEM / Franchise online (YEARS)	:	3

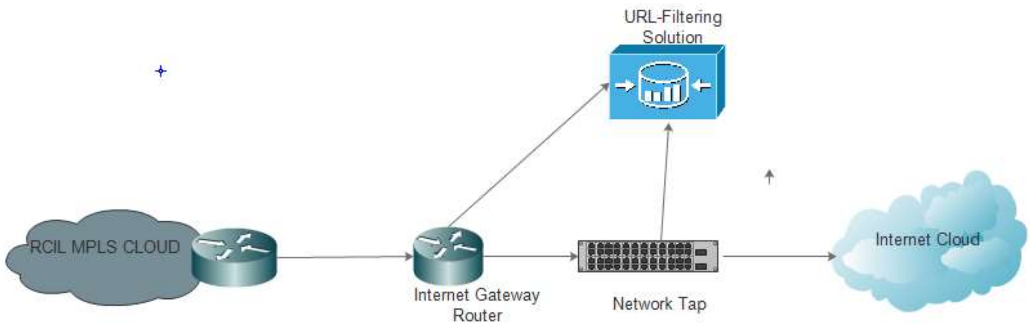
1 Scope of Work:

1.1 This limited tender is supply/renewal of Content Keeper web filtering solution licenses as per terms & conditions and specifications mentioned in this document.

1.2 The implementation shall include Supply, Deployment and Testing & Commissioning of licenses of web filtering solution deployed at 3 different locations in HA.

1.3 The requirement of software licensed mentioned in this section of the bid document gives only the minimum requirement to be supplied as a mandatory requirement. It shall be the Bidder's responsibility to ensure that any additional licenses etc. required for satisfactory performance of the web filtering equipment for meeting the licensing requirement of ISP for the RAILTEL IP Network as mentioned in this document shall also be supplied and be quoted in the Bid Document as "any other items". In case during the AMC, it is found that additional licenses is required while the same is not quoted by the bidder, the same shall be supplied by the bidder at no extra cost to the RAILTEL.

1.4 Web filtering solution is deployed at Internet Gateways locations (namely Mumbai, Chennai and Delhi). The actual requirement shall be as per Schedule of Requirement (SOR). Bidder shall be responsible for implementation of the solution.



TECHNICAL SPECIFICATIONS

SN	Specifications
	Architectural Requirement
1	**The web filtering solutions already deployed at all Internet Gateway locations covering the complete IP traffic of RAILTEL.**
2	**The operation & maintenance and provisioning for all locations of web filtering solutions shall be carried out from single location. This location shall be RAILTEL NOC location at Delhi.**
3	**The typical deployment of web filtering solution should be in offline mode at internet gateway locations (namely Mumbai, Chennai and Delhi).**
	General Requirements
5	**The minimum specifications for web filtering solution at each IGW location shall be as follows:**
	i)Deployment in high availability (N+1) at each location
	ii)Outbound HTTP Throughput Capacity of more than 1 Gbps per server.
	iii)Flow based HTTP filtering throughput – minimum 1 Gbps and scalable up to 10 Gbps.
	iv)Http request per second – minimum 50k per sec
	v)Each Gateway should support concurrent 15000 IP/end points

CHAPTER-4

Commercial Terms & Conditions

1. Scope of work, Offer Letter and Validity of Offer:

1.1 Scope of Work for Bidder: Bidder should supply and install Content Keeper Licenses as per SOR.

1.2 The bidder shall complete the offer letter (Chapter 1) and the price schedule (SOR) furnished in the bid documents, indicating the goods to be supplied, description of the goods, associated technical literature, quantity and prices etc.

1.3 The offer should remain valid for a period of **60** days from the date of opening.

2. WARRANTY:

The materials covered in SOR are to be warranted for **36 months** from date of delivery to the consignee.

3. Delivery Period

The selected firm will have to supply the licenses within 30 days of issue of confirmed LOA/PO.

4. Deleted

5. Bill passing & Paying Authority:

Accounting unit/bill passing unit for the supplies under SOR is GM/ITP/CO. Bills to be submitted to the GM/ITP/CO for payment.

6. Payment Terms:
100% payment on activation of licenses at each consignment shall be paid on production of the following documents:

a). On receipt of materials at site.
b). Original Inspection certificate issued by Inspecting Officer.
c). Challan / 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.
e). Warranty/Guarantee certificate of OEM
f). Consignee's Receipt
g). Undertaking against fall Clause
h). Performance Bank guarantee

7. Security Deposit/Performance Bank Guarantee (PBG):

7.1. The successful tenderer shall submit 10% of total value of the contract detailed in the Acceptance Offer towards security deposit in the form of DD/Pay Order or irrevocable

Bank Guarantee from any scheduled bank for due fulfilment of contract within 30 days of issue of PO with validity of 3 months beyond contract period.

7.2. The security deposit/Performance Bank Guarantee shall be released after successful completion of Contract, duly adjusting any dues recoverable from the successful tenderer. Security Deposit in the form of DD/Pay Order should be submitted in the favour of "Railtel Corporation of India Limited" payable at New Delhi Only.

7.3. Any performance security upto a value of Rs. 5 Lakhs is to be submitted through DD/Pay order / online transfer only.

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

7.5. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's Bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in interest of bidder to obtain RailTel's Bank IFSC code, its branch and address and advise these particulars to the BG Issuing bank and request them to send advice of BG through SFMS to the RailTel's Bank.

7.6. Performa for PBG is given in Chapter 5, Form No. 1. If the delivery period gets extended, the PBG should also be extended appropriately

8. Taxes & Duties:

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

8.2. RailTel will be claiming CENVAT credit from the relevant authorities, wherever applicable, based on documentary evidence of duties and taxes submitted by the contractors.

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

9. Liquidated Damages:

The timely delivery is the essence of this contract. Liquidated damages will be applicable at the rate of half percent per week or part thereof for undelivered portion subject to a maximum of 10 % of the cost of unsupplied quantities/material.

10. Transportation:

The rates quoted should be F.O.R. destination. The destination shall be the nominated Depots of RailTel Regional office as indicated in LOA/PO.

11. Statutory Deduction:

These will be made at source at the time of making payment as per the prevalent rules.

12. Purchaser's Right to Accept or Reject Bid:

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

12.2. Issue of Letter of Acceptance (LOA/PO)
The bidder shall within 7 days of issue of the LOA/PO, give his acceptance for LOA/PO.

13. BID PRICES:

13.1. The bidder shall give the total composite price inclusive of all levies and taxes, packing, forwarding, freight and insurance, Octroi etc. The basic unit price and all other components of price need to be individually indicated against the goods it proposes to supply under the contract as per schedule of requirement given in Chapter 2. The price shall be firm in Indian Rupees and FOR Destination. No Foreign exchange will be made available by the purchaser.

13.2. The breakup of price of each item of SOR in terms of basic Unit price, other taxes and any other Levies/charges already paid or payable by the supplier shall also be indicated separately.

13.3. FALL CLAUSE: The firm shall undertake that in case the firm offers same material at a lower price to any other purchaser including Central/State/Government Organization or Public Sector Undertaking, during the validity of Rate Contract, the equal benefit of lower prices will be passed on to RailTel.

13.4. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

14. Clause wise Compliance
Clause wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical literature of the material and other documents in support of relevant clauses.

15. Inspection:

15.1. Pre-shipment/pre-dispatch inspection shall be carried out at manufacturer's / supplier's works by Rail Tel's authorized representative. The material/equipment/interface cards should be offered for inspection within 3 weeks of issue of confirmed purchase order/sub purchase order. Traveling, lodging & boarding expenses of RailTel's representative and charges for 3rd party inspection, if any, shall be borne by RailTel but necessary facilities to carry out tests / witness inspection shall be provided by the manufacturer, free of cost.

15.2. Along with inspection call, the supplier / manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc. and their Quality Assurance Plan.

15.3. In case material/equipment/interface card fails during inspection, the fresh lot of material/equipment/interface card shall be offered by the manufacturer/supplier without any extra cost. In such a case, total cost of re-inspection including travel, lodging & boarding of the inspecting officials shall be to manufacturer's/supplier's account.

16. FORCE MAJEURE
Force majeure shall mean-

- War, hostilities (whether was be declared or not), invasion, act of foreign enemies.
- Rebellion, revolution, insurrection, or military or usurped power, or civil war.

- Ionizing radiation, or combination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his subcontractors and arising from the conduct of the works.
- Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- Loss or damage due to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.
- Any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.

17. SETTLEMENT OF DISPUTES:

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

18. Earnest Money Deposit (EMD)/ Bid Security:

18.1. The bidder shall furnish a sum as given in above Tender Notice as Earnest Money need to be submitted online through e-nivida portal.

18.2. The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order and fails to furnish performance bank guarantee (security deposit) in accordance with clause 6.

18.3. Offers not accompanied with Earnest Money shall be summarily rejected.

18.4. Earnest Money of the unsuccessful bidder shall be returned after finalization of contract and award of contract to the successful tenderer after conclusion of Contract.

18.5. The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order satisfactorily and furnishing the performance bank guarantee in accordance with clause 7.

18.6. Earnest Money will bear no interest

19. GOVERNING LAWS:

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

20. TERMINATION FOR DEFAULT

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

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

20.2. In the event the Purchaser terminates the contract in whole or in part, pursuant to para 19.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

21. TERMINATION FOR INSOLVENCY

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

22. Bid Submission and Opening Date:

22.1. EMD and cost of tender document should be Submitted through e-Nivida Portal. Bids without EMD and cost of tender document will be summarily rejected.

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

a) Power of attorney in favour of the signatory duly authorizing the signatory. Original copy is need to be submitted by the successful bidder before issuance of LOA.
b) Complete Tender documents, digitally signed or duly signed & stamped on each page in token of acceptance should be submitted online.
c) Compliance statement for acceptance of Technical specification (Chapter 3) & Instructions and Tender Conditions (Chapter 4).
d) Deviation Statement, if any (Chapter wise and Clause wise from Technical Specification & Tender conditions).
e) Cost breakup of price indicating Basic rate, Packaging & Forwarding, CGST/SGST/IGST, Insurance etc..

23. Evaluation of Offer:

"For the purpose of relative ranking of offers, all-inclusive value for entire supply, transportation to site, supervision of installation, testing & commissioning and warranty period support, training etc.

The bidders should quote for all items & the offer will be evaluated on overall basis.

24. Security Considerations & Security Agreement

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

25. GST related clause:

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

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

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

"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in price and advise the purchaser accordingly".
The supplier while claiming the payment shall furnish the following certificate to the paying authority.

"We hereby declare that additional set off/input tax credit to the tune of Rs._____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted." If any surcharge on tax is applicable the same should be indicated clearly.

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

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

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

25.6. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.

25.7. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.

25.8. Tenderer shall quote all inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as CGST, SGST, IGST, UTGST along with respective

HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).

25.9. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.

25.10. In regards to work contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.

25.11. The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/ default in payment of any of the above taxes, RailTel reserves the right to with-hold the dues/payments of bidder and make payment of State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.

CHAPTER-5

Form No. 1
PROFORMA FOR PERFORMANCE BANK GUARANTEE BOND
(On Stamp Paper of Rs one hundred)

(To be used by approved Scheduled Banks)

1. In consideration of the RailTel Corporation of India Limited, having its registered office at Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 (Herein after called RailTel) having agreed to exempt ……………………………………………………………(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Purchase Order No………………………………dated……………made between…………………………and…………………………………….. for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ………………………(Rs ………….. only). We ……………………………… (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ……………. ……………. Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. ……………. against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, ………………………………………………………… Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . ………………………

3. We, …………………………………….. bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.

4. We, …………………………………………. Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ……. ……….. We shall be discharged from all liability under this Guarantee thereafter.

5. We,…………………………………………… (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the

powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

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

Dated the ***day of*** ***2020***

for ………………………………………………..
(indicate the name of the Bank)
Witness

1. Signature
Name

2. Signature
Name

Chapter 6

Railtel eNivida Special Instruction to Bidders

e-Procurement is the complete process of eTendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under https://railtel.enivida.com. These will invite for online Bids. Bidder Enrolment can be done using **"Online Bidder Enrolment".**

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

GUIDELINES FOR REGISTRATION:

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be
responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by Railtel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

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

Please feel free to contact eNivida Helpdesk (as given below) for any query related to etendering

Phone No. 011-49606060/9205898228
Mail id: - eprocurement@railtelindia.com

END of Tender Document
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