



RailTel Corporation of India Ltd.
Chatterjee International Centre , 3rd Floor,
33A, Jawaharlal Nehru Road , Kolkata 700071, Tel. No.: 033-
44009999,44041499
FAX: 033-44041490 .

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का एक उपक्रम)

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

Web Site: TCIL portal – <https://www.tcil-india-electronictender.com>
RailTel portal – www.railtelindia.com

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र द्वारा छत्तीसगढ़ और मध्य प्रदेश में SECL कमांड क्षेत्र में ऑप्टिक फाइबर केबल किराए पे लेंगे हेतु खुली निविदा

ELECTRONIC TENDER DOCUMENT

FOR

Hiring of Optic Fibre Cable (99.7 Km.) in SECL command Area in Chhattisgarh & Madhya Pradesh States for RailTel Corporation of India Ltd., Eastern Region

खुली-ए-निविदा संख्या. RAILTEL/TENDER/OT/ER/HQ/2018-19/1080-82 Dt.22.02.2019

OPEN E- TENDER NO. RAILTEL/TENDER/OT/ER/HQ/2018-19/1080-82 Dt. 22.02.2019

खुलने की तिथि:

Date of opening: 27.03.2019

रेलटेल
RAILTEL

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(This tender document consists of 72 pages)

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रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
चैटर्जी इंटरनेशनल सेंटर , तृतीय तल,
33ए, जवाहरलाल नेहरू रोड, कोलकाता 700071, दूरभाष: 033-44009999, 44041499
फैक्स: 033-44041490 .

E- निविदा संख्या . RAILTEL/TENDER/OT/ER/HQ/2018-19/1080-82 Dt. 22.02.2019

Webs Site : TCIL portal – <https://www.tcil-india-electronictender.com>
RailTelportal – www.railtelindia.com

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड द्वारा रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वक्षेत्र द्वारा छत्तीसगढ़ और मध्य प्रदेश में SECL कमांड क्षेत्र में ऑप्टिक फाइबर केबल किराए पर लेंगे हेतु खुली निविदा में शामिल होने के लिए E-निविदाएं (दो पैकेट सिस्टम) आमंत्रित की जाती हैं। इच्छुक निविदाकर्ता E- निविदाये नीचे दिए गए नियम व कार्यक्रम के अनुसार

क)	१) E-निविदा प्रकाशित होने की तिथि/समय	26.02.2019 से 17:00 बजे
ज)	२) निविदा/पूरा डस्तावेज की तिथि/समय	27.02.2019 से 17:00 बजे
	३) निविदा डाउनलोडिंग बंद होने की तिथि/समय	26.03.2019 से 17:00 बजे
	४) स्पष्टीकरण देने की तिथि/समय शुरू	लागू नहीं
	५) स्पष्टीकरण देने की तिथि/समय बंद	लागू नहीं
	६) निविदा जमा देने का तिथि/समय शुरू	27.02.2019 से 17:00 बजे
ख)	E-दस्तावेजों को जमा देने का तिथि/समय बंद	27.03.2019 से 11:30 बजे (ऑनलाइन)
ग)	E-दस्तावेजों को खोला जाना	27.03.2019 को 12:00 hrs. पर (ऑनलाइन)
घ)	निविदा पत्र एवम् डिमांड ड्राफ्ट के रूप में निविदा दस्तावेज की कीमत तथा धरोहर राशि (ईएमडी) जमा देने की अनतिम तिथि / समय	
च)	तकनीकी वाणिज्यिक बोली खोले जाने की तिथि / समय	

छ)

खंड संख्या	निविदा संख्या	SECL क्षेत्र	अनुमानित OFC दूरी	निविदा दस्तावेज की कीमत (जी.एस.टी. सहित) (₹)	धरोहर राशि (ईएमडी) (₹)	अनुमानित मूल्य 1 वर्ष (₹)
खंड 1	RailTel/Tender/OT/ER/2018-19/1080 Dt 22.02.2019	सोहागपुर, जमुनाकोट्टा, & जोहिला	28.7 Km.	2,360	27,560	13,77,600
खंड 2	RailTel/Tender/OT/ER/2018-19/1081 Dt. 22.02.2019	भटगाँव & बिशरमपुर	21.5 Km.	2,360	20,640	10,32,000
खंड 3	RailTel/Tender/OT/ER/2018-19/1082 Dt 22.02.2019	बैकुंठपुर, चिरिमिरी & हसदेव	49.5 Km.	3,540	47,520	23,76,000

समापन/पूरा करने की तिथि	पी.ओ. जारी होने के 60 दिनों के अंदर
<p># सिंगल पॉइंट पंजीकरण योजना के तहत NSIC/MSME से मान्यता प्राप्त लघुउद्योगों को निविदा दस्तावेज का मूल्य व्वयाना राशि (इ.ऍम.डी.) जमा कराने से छूट दी जाती है NSIC/MSME से मान्यता प्राप्त संस्थाओं को भारत सरकार के दिशा-निदेशानुसार प्राथमिकता दी जाएगी </p> <p>नोट:-1.निविदा सूचना और निविदादस्तावेजवेबसाइट www.railtelindia.com तथा e-Tendering Portal https://www.tcil-india-electronictender.com पर उपलब्ध रहेंगे जिसे निविदाकर्ता डाउनलोड कर सकते हैं लेकिन निविदा केवल इ-टेंडरिंगद्वारा TCIL Portal https://www.tcil-india-electronictender.com पर ONLINE ही स्वीकार कि जाएँगी निविदाकर्ताकोE-निविदा जमा कराने के लिए TCILWebsiteसे एक अधिकृत इ-दस्तावेज डाउनलोड करना आवश्यक है. Corrigendum /addendum /amendments सम्बंधित जानकारी केवल TCIL Portal पर ही उपलब्ध होंगी.निविदा दस्तावेज कि छपी हुई प्रति बिक्री के लिए उपलब्ध नहीं होगी. किसी अन्य माध्यम से जमा की गयी निविदा स्वीकार नहीं की जाएगी </p> <p>निविदा दस्तावेज की कीमत (जी.एस.टी. सहित) वर्डएमडी (डिमांड ड्राफ्ट के रूप में जो कि रेलटेलकॉर्पोरेशनऑफइंडियालिमिटेडकेपक्षमेहोगा तथा कोलकातामें देय होगा), पॉवर ऑफ अटोर्नी, तकनीकी एवं वित्तीय बोली के पास वाक्यांस (अलग अलग लिफाफे में), प्रस्ताव पत्र तथा शपथपत्र (अनुबंध-A के अनुसार) ऑफलाइन तरीके से निविदा खुलने के समय से पहले जमा कराना होगा।</p>	
अधिक जानकारी के लिए अध्याय1,विषय संख्या11 का क्रम संख्या 5देखें।	
निविदा की तैयारी, जमा करना/प्रतिभाग करनासे सम्बंधित सभी कीमतें बिडर द्वारा वहन की जाएगी खरीददारनिविदा विधि के संचालन व् परिणाम के अलावा किसी भी तरीके से निविदा कीमत के लिए उत्तरदायी नहीं हो।	
E-बिडर का अर्थ एक उद्योगया फर्मयाएजेंसी, जोनिविदा में प्रतिभाग करता है एवं E-बिड जमा करता है (आगे E-बिडर व्E-बिड, क्रमशः बिडर व् बिड उल्लिखित किया गे है	

सहायक महाप्रबंधक/परियोजना
रेलटेलकॉर्पोरेशनऑफइंडियालिमिटेड,
पूर्वी क्षेत्र/कोलकाता

प्रति : नोटिस पट





RailTel Corporation of India Ltd.
Chatterjee International Centre , 3rd. Floor,
33A, Jawaharlal Nehru Road , Kolkata 700071, Tel. No.: 033-44009999, 44041499
FAX: 033-44041490 .

E-Tender Notice No. RAILTEL/TENDER/OT/ER/HQ/2018-19/1080-82 Dt.22.02.2019

Webs Site : TCIL portal – <https://www.tcil-india-electronictender.com>

RailTel portel – www.railtelindia.com

RailTel Corporation of India Ltd. (RailTel) invites E- Bids (two packet system) for ‘Hiring of Optic Fibre Cable in SECL command Area in Chhattisgarh & Madhya Pradesh States for RailTel Corporation of India Ltd., Eastern Region’

The details are as under:

a)	i. Date/Time of publishing of e-Tender	26.02.2019 at 17:00 hrs.
	ii. Document down loaded start date/Time	27.02.2019 at 17:00 hrs.
	iii. Document down loaded end date/time	26.03.2019 at 17:00 hrs.
	iv. Clarification start date/time	Not Applicable
	v. Clarification end date/time	Not Applicable
b)	i. Bid submission start date/time	27.02.2019 at 17:00 hrs.
	ii. Bid submission End date/time	27.03.2019 up-to 11.30 hrs.(Online)
c)	Opening of e-Bids.	27.03.2019 at 12:00 hrs (Online)

d)

Section No.	Tender No.	SECL Area	Approx. length of hiring of OFC	Cost of Tender Document (Incl. GST) (Rs.)	Earnest Money Deposit (Rs.)	Estimated hiring charges for 2 years (Rs.)
Section-1.	RailTel/Tender /OT/ER/2018-19/1080 Dt. 22.02.2019	Sohagpur, J&K, & Johilla	28.7 m.	2,360	27,560	13,77,600
Section-2.	RailTel/Tender /OT/ER/2018-19/1081 Dt. 22.02.2019	Bhatgaon & Bishrampur	21.5 Km.	2,360	20,640	10,32,000
Section-3.	RailTel/Tender /OT/ER/2018-19/1082 Dt. 22.02.2019	Baikunthpur, Chirimiri & Hasdeo	49.5 Km.	3,540	47,520	23,76,000

e)	Date of commissioning of the links	60 days from the date of issue of PO.
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For Small Scale Units registered with NSIC under single point registration scheme and participating in this tender, following exemptions shall be available:

1. Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered item / work is exempted from submission of cost of tender & EMD.
2. Firms claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents as per clause no. 3.14.3 of instructions to tenderers and conditions of tender, Part-3 without which their offers shall be considered as invalid and liable for rejection.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from **www.railtelindia.com** or from the **e-Tendering portal <https://www.tcil-india-electronictender.com>**. For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from TCIL's e- portal. All future Information viz. corrigendum /addendum/ amendments etc for this Tender shall be posted on the e-Tendering Portal only. Printed copy of Tender document will not be sold from RailTel office. Bid submitted/sent by any other mode will not be accepted.

The cost of Tender Document & EMD is indicated (d) (in the form of demand Draft in favour of RailTel Corporation of India Ltd, payable at Kolkata), Power of Attorney, Pass Phrase for technical and price bid in separate envelopes, offer letter and affidavit as per Annexure-A shall be submitted in offline mode before opening of e-tender. For more details, see Chapter-2.

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

The "e-bidder" means a Company or Firm or Agency who participates in this tender and submit e-bid (hereafter "e-bidder" and "e-bid" shall be referred as "bidder & bid" respectively.

Bidder may quote for one section/tender or multiple sections / tenders, Cost of Tender Document and EMD shall be submitted, each participating tenders separately.

Asstt. GM/P
RailTel Corporation of India Ltd.
Eastern Region/ Kolkata

Copy to : Notice board.

RAILTEL
A Government of India
Undertaking

Chapter – 1

E-tendering Instructions to Bidders

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 4 of the Tender Document.

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology:

Sealed Bid System - 'Single Stage – Two packet system': In this, bidder has to submit its Technical and Financial/Price Bid in separate sealed covers as per detailed procedure given in tender documents. The Financial/Price bids of those bidders will only be opened whose technical bid is found meeting the requisite eligibility criteria. The financial bid of bidder whose technical bid is found unacceptable will be returned unopened.

2. Broad outline of activities from Bidders Perspective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS (Important)
6. Clarification to Tender Documents on ETS
 - a. Query to RailTel (Optional)
 - b. View response to queries posted by RailTel, as addenda.
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS.
9. View/Post-TOE Clarification posted by RailTel on ETS (Optional), Respond to RailTel's Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration

To make use of the Electronic Tender portal vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.tcil-india-electronictender.com>), and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee (as applicable), please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated.

TCIL Helpdesk:

Contact Person Telephone/ Mobile-mail ID

Helpdesk Executives 91-1-26241790 (Multiple lines)
ets_support@tcil-india.com

(Mobile Nos for Emergency only): 9868393775, 9868393717,
9868393792

RailTel Contact-1 (for general Information)

RailTel's Contact Person
Jogesh Prasad, Sr. Manager/HQ
Telephone/ Mobile 9007044149
E-mail ID: jogesh@railtelindia.com

RailTel Contact-II (for general Information)

RailTel's Contact Person
P D James, Asstt.GM/Projects
Telephone/ Mobile 9007044114
E-mail ID: pdjames@railtelindia.com

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS.

Broad outline of submissions are as follows:

1. Submission of Bid Security/ Earnest Money Deposit (EMD)
2. Submission of digitally signed copy of Tender Documents/Addenda
3. Single Envelope (including Technical + Financial part/Price) The electronic envelope consists of Main bid and Electronic Form (both mandatory) and Bid Annexure (Optional).
4. Online response to General Terms & Conditions (GTC) and Special Terms & Conditions (STC)
5. (Optional) Online Submission of modification, substitution bids for technical or financial parts, or withdrawal bid.

NOTE: Bidder must ensure that after following above, the status of bid submission must become "Complete" indicating successful submission of the online bid.

6. Offline Submissions:

The bidder is required to submit the following documents offline to RailTel Corporation of India Ltd, Chatterjee International Centre , 3rd. Floor, 33A , Jawaharlal Nehru Road, Kolkata-700071 before due date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number & the words 'DO NOT OPEN BEFORE' (due date 27.03.2019 & time 12:00 hrs.)

- a) **EMD-Bid Security** in Original, in favour of RailTel Corporation of India, Payable at Kolkata. (With Tender No., Name of Firm & Mob. No. written on back side of DD)
- b) **DD/ Bankers cheque in original against payment of tender fee** in favour of RailTel Corporation of India, Payable at Kolkata. (with Tender No., Due date of Opening of Tender, Name and contact No. of Firm written on back side of DD)
- c) **Power of attorney** to be submitted in (Annexure –A)
- d) **In case bidder happens to be a MSME/NSIC bidder**, the documentary evidence for same shall be submitted as per clause No. 3.14.3
- e) **SOR Sheet** (Chapter-1 of section I, page 5) fillup and upload (duly signed & stamped)

NOTE: The Bidder has to upload the Scanned copy of all above original documents as Bid-Annexure during Online Bid-Submission.

7. Submission of Eligibility Criteria related documents

Eligibility criteria related documents viz. NSIC/MSME Certificate as per clause no. 3.14.3 and other documents as applicable shall also be scanned and submitted ON LINE. Copy of these documents shall also be submitted in RailTel Office before Tender opening date. Bids without these off line submissions will be summarily rejected.

8. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', Provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

(Mandatory Additional Methods of passphrase submission):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to RailTel in a sealed envelope before the start date and time of the Tender Opening Event (TOE) along with other offline submissions.

9. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organizations) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for

each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

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

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three categories - Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

11. The following KEY INSTRUCTIONS for BIDDERS' must be assiduously Adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. While registering your organization on ETS Portal of TCIL, please make sure that the email id of Super user provided for registration and email-id on which Digital Signature Certificate of the Super user is issued are exactly the same.
4. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

5. Bidder should ensure that **official copy of tender document** has been downloaded by clicking the radio button for confirmation else e-Procurement system will not permit the bidder to participate in the tendering process.
6. Submit your bids well in advance of tender submission deadline on ETS as there could be last minute problems due to internet timeout, breakdown, etc.

12. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
- Broadband connectivity.
- Microsoft Internet Explorer 10.0 or above
- Digital Certificate (s) for users.

13. Vendors Training Program

One-day training (10:00 to 17:00) on how to use the ETS Portal for e-Tendering would be provided. Training is optional. However, if a vendor has not already attended ETS Vendor Training earlier, it is highly recommended that the vendor attends this training positively to be able to submit the e-Tender smoothly without any problem.

Vendors are requested to carry a Laptop and Wireless Connectivity to Internet while attending the ETS Vendor Training.

Tentative Dates

Date of uploading of Tender document + 7 days

Venue :

RailTel Corporation of India Limited, OR TCIL, GK1
Plot No. 143, Sector-44, New Delhi 110048
Opp. Gold Souk Mall,
Gurgaon -122003.

Vendors Training Charges : Rs. 5,000/- (Per Participant) per training day (plus GST as applicable).

Mode of Payment of Fees: DD drawn in favour of M/s TCIL, New Delhi & payable at New Delhi.

* * * * *

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Chapter - 2

ADDITIONAL INSTRUCTIONS TO BIDDERS

2.1 Verification of documents and Certification :-

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

The tenderers shall submit a notarized affidavit on a non-judicial stamp paper 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 affidavit to be submitted by the bidder is enclosed as Annexure-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the qualifying criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.

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

2.2 Period of validity of Bids :-

- 2.2.1 The price quoted in the bid shall remain valid for accepted by the purchaser for a period of 60 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by purchaser as non responsive.
- 2.2.2 In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may confirmed the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiting its EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid.

Annexure-A**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY E-TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

M/s(hereinafter called the tenderer) for the purpose of the Tender documents for the work ofas per the tender No..... of (RailTel Corporation of India Limited/Eastern Region), do hereby solemnly affirm 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 tendered (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 portel <http://www.tcil.india-electronictender.com> . I/we have verified the content of the document from the website and there is no addition no deletion or no alternation to be content of the tender documents. In case of any discrepancy noticed at any stage i.e. evaluation of Tenders, execution of work or final payment of the contract, the master copy available with the RailTel administration shall be final and binding upon me/us.
4. I/we declare and clarify 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 information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process for evaluation of tenders, it shall lead to forfeiture the EMD besides banning of business for five years on entire RailTel. Further, i/we (Insert name of the tenderer)** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall 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, alongwith forfeiture of EMD/SD and performance guaranty besides any other

action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

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

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

** The details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

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Chapter – 3

SCHEDULE OF REQUIREMENT

1.Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1080 dt.22.02.2019

Section -1, SECL Area : Sohagpur, J&K, & Johilla

Srl. No.	Description of work	Approx. Distance in mtr.	Estimated hiring charges per mtr. per annum (Rs.)	Annual hiring charges (Rs.)	Annual hiring charges for 2 years (Rs.)
1.	Provision of Over Head Optic Fibre Cable links in SECL Sohagpur, J&K, & Johilla area in Madhya Pradesh State as per link details given in Annexure – 5.10 and maintenance of cable links for RailTel Corporation of India Ltd., Eastern Region	28,700	24.00	6,88,800	13,77,600

2. Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1081 dt. 22.02.2019

Section -2, SECL Area : Bhatgaon & Bishrampur

Srl. No.	Description of work	Approx. Distance in mtr.	Estimated hiring charges per mtr. per annum (Rs.)	Annual hiring charges (Rs.)	Annual hiring charges for 2 years (Rs.)
	Provision of Over Head Optic Fibre Cable links in SECL Bhatgaon & Bishrampur area in Chhattisgarh State as per link details given in Annexure – 5.10 and maintenance of cable links for RailTel Corporation of India Ltd., Eastern Region	21,500	24.00	5,16,000	10,32,000

3. Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1082 dt.: 22.02.2019

Section -2, SECL Area : Baikunthpur, Chirimiri & Hasdeo

Srl. No.	Description of work	Approx. Distance in mtr.	Estimated hiring charges per mtr. per annum (Rs.)	Annual hiring charges (Rs.)	Annual hiring charges for 2 years (Rs.)
	Provision of Over Head Optic Fibre Cable links in SECL Baikunthpur, Chirimiri & Hasdeo area in Chhattisgarh State as per link details given in Annexure – 5.10 and maintenance of cable links for RailTel Corporation of India Ltd., Eastern Region	49,500	24.00	11,88,000	23,76,000

Chapter – 4

BID DATA SHEET

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

Reference	Description
Notice Inviting Tender (Page-5 of 70)	<u>Name of work</u> Hiring of Optic Fibre Cable (99.7 km) in SECL command Area in Chhattisgarh & Madhya Pradesh States for RailTel Corporation of India Ltd., Eastern Region.
Eligibility Criteria (Part -3, Clause-3.2.4)	<p>1. The bidder shall have appropriate valid License from TRAI/DoT for executing work as per scope of the work.</p> <p style="text-align: center;">or</p> <p>The bidder shall be a Multi System Operator/ Local Cable Operator/ Internet Service Provider/ Railwire ANP/ AGNP.</p> <p>2. Bidder should have carried out following minimum (35%) Overhead fibre connectivity (rental / comprehensive maintenance basis) for a period of 12 months during the last three years</p> <p>a. For Section -1 : 10 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1080 Dt. 22.02.2019)</p> <p>b. For Section -2 : 7.5 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1081 Dt.22.02.2019)</p> <p>c. For Section -3 : 17.5 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1082 Dt. 22.02.2019)</p> <p>3. Bidder should have GST Registration</p> <p>4. The firm should not have been black listed by Central Government or any State Government, State Government or PSU in India at the time of submission of bid.</p> <p>5. Financial: Total contract amount received during the last 3 financial years and in the current financial year should be a minimum of 150% of advertised tender value.</p>
Tender notice	<p>Last date of submission (online) Date: 27.03.2019 Time:11:30 Hrs.</p> <p>Date of opening of tender (online) Date 27.03.2019 Time:12:00 Hrs.</p> <p>Opening of e-bids Date 27.03.2019 Time:12:00 Hrs.</p> <p>Public Online Tender Opening Event (TOE) through e-Tendering portal of TCIL.</p>

	Last Date and time of physical submission of original DD/ Banker's cheque/ Pay Order towards tender cost + EMD, offer letter etc. : 12:00 hrs. on 27.03.2019
Venue (Part -1, Clause-2)	RailTel Corporation of India Limited, 3 rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071.
Earnest Money Deposit (Tender Notice, Page 1 & 2)	The bidder shall furnish an EMD in the form of Demand Draft shall be drawn in favour of RailTel Corporation of India Ltd., payable at Kolkata (with Tender No., Name of Firm & Mob. No. written on back side of DD).
Additional Instructions to bidders (Chapter-2, Clause- 2.2)	<p><u>Validity of bids</u></p> <p>The price quoted in the bid shall remain valid for accepted by the purchaser for a period of 60 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by purchaser as non responsive.</p> <p>In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may confirmed the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiting its EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid.</p> <p>Power of Attorney, Pass Phrase for technical and price bid to be submitted in separate envelopes, offer letter and affidavit as per Annexure-A, Chapter-2 (Tender Notice, Page-6)</p> <p><u>Documents and Certification:</u></p> <p>Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each pages). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender</p> <p>The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the qualifying criteria mentioned in the Tender Document. It will not be obligatory on the part of the RailTel to scrutinize beyond the submitted document of the tenderer as far as his qualification for the tender is concerned.</p>

Performance Bank Guarantee (Part--3, Clause-3.14.5)	Successful tenderer shall submit a Performance Bank Guarantee (PBG) valid for 26(24+2) months, within 15days from the date of issue of letter of acceptance. The amount of PBG will be 10% of the total two years annual hiring charges. The PBG shall be submitted as per terms and conditions given in clause no. 3.29 and as per format in Annexure-5.5.
Duration of contract (Part --3, Clause-3.4)	The contract shall be valid for a period of two year from the date of first Purchase Order issued by RailTel and option for extension for any period not less than one year at a time and for any number of times at the request of the RailTel and ad mutually agreed to commercials.



Part-1

Invitation to Bid

1.1 Scope of work:

The scope of work include the following:

- a. To provide one pair of Over Head Optical Fibre links in South Eastern Coal Field Ltd. (dark fibre) command area in the state of Chhattisgarh and Madhya Pradesh as per the details enclosed in Annexure-5.10 and maintain the links as per the committed uptime indicated in the document.
- b. If the SECL point of connectivity is shifted to new location within the area in which Service provider is providing OFC connectivity, then the Service Provider has to establish the link from the new locations as per the requirement. Hiring charges for the new links created will be paid as per OTDR report multiplied by the accepted rate of the section. RailTel will not pay any link shifting charges.
- c. RailTel may place order for additional links if required at the same rate & terms and conditions to the Service Provider of areas of work awarded. If any link is not required by SECL, then the link will be surrender by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.

1.2 Invitation

The bidders fulfils the qualifying criteria indicated in clause 3.2 of this document and desirous of taking up the project for provide above solution for RailTel are invited to submit their technical and commercial proposal in response to this. The criteria and the actual process of evaluation of the responses to this Tender and subsequent selection of the successful bidder will be entirely at the RailTel's discretion. Bidders have to adhere to the RailTel's requirements outlined in this Tender Document.

The information provided by the bidders in response to this Tender document will become the property of RailTel and will not be returned. RailTel reserves the right to amend, rescind or reissue this Tender and all amendments will be advised to the bidders and such amendments will be binding on them.

1.3 Tender Terminology

Definitions – Throughout this Tender, unless inconsistent with the subject matter or context, the terms used should be interpreted as given under:

- a) "Bidder"/ "Service Provider" ("SP")/ "Telecom Service Provider" ("TSP") / "Supplier"/ "Contractor"/ "Vendor" / "You" / "He" / "They" -- (unless repugnant to the context)
– An eligible entity/firm submitting a Proposal/Bid in response to this Tender

- b) "RailTel"/ "RCIL"/ "Purchaser"/ – Meaning of these terms shall be determined in context and may mean without limitation "RailTel Corporation of India Ltd., Eastern Region"
- c) "Proposal"/ "Bid" – the Bidder's written reply or submission in response to this Tender.
- d) "Tender Document" – the Tender (this document) in its entirety, inclusive of any addenda or amendments/ corrigendum issued by RailTel Corporation of India Ltd., Eastern Region
- e) "Solution"/ "Services"/ "Work"/ "System"/ "IT System" / "Connectivity" / "Link" – means all services, scope of work and deliverables to be provided by a Bidder as described in the Tender and include services ancillary to the development of the solution, such as installation testing, commissioning, provision of technical assistance Branches, auditing and other obligation of the Supplier covered under this Tender.
- f) "ITB" – means Instructions to the Bidder.
- g) "Link" – means the communication equipment kept in the customer premises to the communication equipment kept at the other end.
- h) "The Contract" / "Contract" -- means the agreement entered into between the RailTel and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- i) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- j) "TCC" means the Terms and Conditions of Contract contained in Section 4.
- k) Compliance to Government regulations would mean compliance to all Central Government, State Government, Union Territory Municipal Body, Panchayat etc. regulations.

2. SCHEDULE OF EVENTS

Issue of Tender	27.02.2019
All queries related to this Tender should reach us by	15.03.2019 15:00 hrs (by e-mail)
Clarifications to queries raised in e-mail	15.03.2019

Last date of submission of Tender	27.03.2019 11:30 hrs
Opening of Techno-Commercial Bids	27.03.2019 12:00 hrs
Address for Communication, & submission of bid	3rd Floor, 33A, Jawaharlal Nehru Road, Chatterjee International Centre, Kolkata – 700 071
Contact Numbers	Phone: 033-44041499
All correspondence relating to this tender should be sent to the following e-mail ids	kumararvind@railtelindia.com pdjames@railtelindia.com

Note:

- ❑ Pre-bid queries shall be accepted by the RailTel through email only.
- ❑ Pre-bid queries to be consolidated and submitted through a single email only, no subsequent emails shall be entertained.
- ❑ Price bids of only Techno-commercial qualified bidders shall be opened by RailTel.
- ❑ It is desirable to have one representative of each vendor bidder to be present during the opening of the -Commercial Bids.
- ❑ Price Bid will be opened only such offers which are qualified for Techno-commercial Bid In case of Price bid opening, date & time of price bid opening shall be intimated to the technically & commercially acceptable bidders only.

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PART - 2

DISCLAIMER

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of the RailTel, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender document is neither an agreement nor an offer and is only an invitation by the RailTel to the interested parties for the submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information that each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice. RailTel makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. RailTel may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officials of the RailTel with the selected Bidder.

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PART 3

INSTRUCTIONS FOR BIDDERS & CONDITIONS FOR TENDER

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A. INTRODUCTION

3.1 Broad scope of work:-

- 3.1.1 The scope of the work is to provide one pair of Over Head Optical Fibre links in South Eastern Coal Field Ltd. (dark fibre) command area in the states of Chhattisgarh and Madhya Pradesh in the three sections as per the details enclosed in Annexure 5.10 and maintain the links as per the committed uptime indicated in the document.
- 3.1.2 The scope of the work includes laying of Over Head OFC cable on pole, clamping on wall/ structure etc. termination of cable at both ends testing of cable. The Maximum attenuation of the fibre measured at 1550 nm. Wavelength shall not be more than 0.3 dB/Km.
- 3.1.3 Overhead OFC cable shall be terminated on A end to B end (indicated in Annexure - 5.10) with proper quality of termination box and the required type of pigtail.
- 3.1.4 Maintenance of cable: The vendor shall endeavor to comprehensive maintenance of dark aerial fibre on the links provided by the vendor for 98% up time on monthly basis, with the exemption of Force Majeure, planned outages, period of link is switched off.
- 3.1.5 Cable length: Estimated length of each link is indicated in Annexure – 5.10. if the actual length of the cable as per OTDR report is less than the estimated length then actual length will be accepted and purchase order/work order issued shall be revised with actual length. If the length of the fibre on OTDR report is found to be more than the estimated length indicated in the Annexure-5.10 then the estimated length of the cable is considered as actual length, then Lease charges will be calculated based on the estimated length.
- 3.1.6 Service: Bidder shall provide A-end to B- end connectivity on 24 x 7 x 365 basis.
- 3.1.7 Testing: OTDR testing of the cable shall be done with the presence of Engineer of RailTel and report shall be signed by both the contractor and the RailTel's Engineer and the original copy of the report along with OTDR Trace shall be submitted for RailTel for record.
- 3.1.8 Help Desk: The contractor shall communicate the customer interaction/ Helpdesk Customer Care/ E-mail/ FAX on 24 x7 basis for report of any un-serviceability and follow-up. A docket number need to be issued to RailTel by the customer interaction service centre at once the fault is reported to them.
- 3.1.9 The vendor shall communicate a fault reporting escalation matrix to ensure timely restoration of links if any fault occurs.

- 3.1.10 Vendor shall ensure the committed up time of 98% of the link on monthly basis with the exemptions of Force Majeure, planned outages, period of link is switched off, Power failure.
- 3.1.11 Vendor shall visit the area where links are to be provided before submission of offer to understand terrain, geographical area to ascertain the efforts involved in establishment, maintenance of Overhead fibre links.
- 3.1.12 The OFC links shall be dedicated for the project under the scope of this Tender. The sharing of the links shall not be permitted unless prior approval is taken from RailTel. The sharing permission, issued by the RailTel on the receipt of a written request from the selected bidder, may be either on a temporary or on a permanent basis. The decision for the same shall be at the sole discretion of RailTel.
- 3.1.13 The responsibility of the bidder for managing the connectivity shall be from active device from 'A' End to 'B' End, provided by RailTel at the end Points of Presence most cases at SECL Weigh Bridges and offices. Laying of cables up to the device and maintenance of the links with the required availability shall be the responsibility of the bidder.
- 3.1.14 All clearances, wherever required, in respect of the drawl of OFC cable through existing poles, structures, erection of new poles by the vendor at their own expenses from any government/ local /South Eastern Coal Field Ltd., statutory bodies etc. like municipal corporations, airport authorities are the responsibility of the bidder.
- 3.1.15 The bidder can share end to end infrastructure with third parties with the permission from RailTel, but the responsibility of SLA, confidentiality etc. rests with the bidder.
- 3.1.16 The Purchase Orders/Work Order (POs) for each link (as per Annexure 5.10) shall be issued by the RailTel Corporation of India, Eastern Region and the payments shall also be made by the PO issuing authority.
- 3.1.17 The successful bidder of concerned Section has to commission the fibre links of the Section within 60 days from date of issue of PO/Work Order. The links required to make a Customer premises equipment live, shall be commissioned at sites specified by the RailTel in the LOI/POs, asap. However, for the purpose of delayed commissioning penalty, the penalty clause will also be operative per purchase order.
- 3.1.18 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:
- 3.1.19 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 clause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

- 3.1.20 If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of RailTel's employees or by other Contractor employed by the RailTel 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 neighboring 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 RailTel 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 endeavors 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. The engineer on receipt of such request from the Contractor shall consider the same and shall grant 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 forwarded 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 in the original contract itself.
- 3.1.21 In the event of any failure or delay by the RailTel to hand over the Contractor permission necessary for the execution of the works or to give the necessary notice to commence the works or instructions or any other delay caused by the RailTel 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 therefore but in any such case, the RailTel may grant such extension or extensions of the completion date as may be considered reasonable.
- 3.1.22 **Extension of time 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. 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 Force Majeure clause 4.16.
- 3.1.23 For each links, an "Link Commissioning Certificate" as per Annexure-- 5.9 indicating the date of testing, OTDR Trace, Power meter Reading from both ends

shall be signed jointly by the representatives of the bidder and RailTel official. After the bidder intimates that a link is ready and terminated on the layer-3 device at the site, the RailTel will configure the device and carry out acceptance test within three days. If the RailTel does not advise the bidder in T+5 working days, the link will be deemed to be commissioned on the T+5th working day. However, if the RailTel advises the bidder within time regarding failure of acceptance test, the process will start over again with the intimation of link readiness by the bidder and so on till commissioning of the link. The methodology for the test will be at the discretion of the RailTel. The link is deemed to be successfully commissioned only if the acceptance test results are found satisfactory. The communication of having successfully commissioned the link will be furnished by the authorized official of the RailTel.

- 3.1.23.1 Tests and results depicting that the link complies with Network Performance parameters specified at Annexure-5.4 “SLA Terms & Conditions”
- 3.1.24 Acceptance tests will be conducted by RailTel at its premises or its Network Operations Centre (NOC). The date of successful commissioning of the link shall be the “Start date for billing”.
- 3.1.25 The date of commissioning for each link may be different date. However the date of successful commissioning each shall be the start date for calculation of rentals etc.
- 3.1.26 The connectivity cost between the Customer Premises (including OFC cable, Termination box, pigtail/ patch chord clamping and fixing material for cable) shall be on (consolidated) quarterly rental basis. The rate quoted by the bidder shall be uniform for all locations during the entire tenure of the contract.
- 3.1.27 Maintenance and upkeep of all links provided by bidder shall be the responsibility of the bidder and shall, particularly preventive maintenance, Customer & RailTel shall have no responsibility for any damage to the cable laid by the bidder.
- 3.1.28 If vendor finds that connectivity is not through from A end to B end of any link, vendor has to fix the issue by sending his field engineer to concerned Customer premises. During the site visit, if the field engineer finds that CP Equipment is malfunctioning/down states, the vendor has to escalate the matter to RailTel NOC to a pre designated email ID provided by RailTel to the vendor.
- 3.1.29 Bidder shall maintain the connectivity at each location on 24*7 basis and shall rectify the defect by pro-active monitoring of the Overhead fibre links so as to maintain the required Service Level Agreement (SLA) objective. In cases of complaint lodges, e-mail, phone number etc. with the designated officials of the bidder, should also be available. Bidder has to provide the call registration process and escalation matrix. The bidder shall issue a unique number identifying the complaint lodged by RailTel irrespective of the mode used.
- 3.1.30 The Bidder shall provide link-wise uptime on monthly basis in the form of a report.

- 3.1.31 During the tenure of the contract or till fibre link is being used, the bidders shall bear all the operational costs associated with link commissioned.
- 3.1.32 Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.
- 3.1.33 Bidder shall ensure sufficient storage spare O/H OFC cable clamping/fixing material, proper quality fibre Jointing box, termination box etc.) for efficient maintenance of the OFC cable links. In order to minimize the time required to make such sites operational within the SLA parameters, the selected bidder should keep adequate qty. of spare cable and consumables and at suitable places so that same may be provided as per the timelines mentioned above. Space required for storing such spares may or may not be provided by the SECL depending on the availability of secure places at the their premises. The selected bidder will have to make their own arrangements for storing the spares in case the SECL is unable to provide the required space.
- 3.1.34 Vendor shall identify adequate number of Field Engineers (FEs) at the ground level. The contact details of these FEs will be shared with RailTel. The FEs should be easily reachable, particularly during the office hours.
- 3.1.35 The Field engineers will preferably be full time employees of the vendor having diploma in computer science, IT, Telecommunications or equivalent/higher qualifications with at least one year domain expertise.
- 3.1.36 Bidder has to maintain proper and updated documentation of the network (including the physical and logical setup at each site of the Customer, an incident register, master database of all sites under the scope of this Tender etc.) at a central location throughout the contract period in the prescribed format as specified by RailTel, which will be shared with selected vendors.

The successful bidder shall provide the following :

An official Responsible as a single point of contact for any escalations committed delivery on the project rollout front.

Ensure committed delivery on the network uptime front.

Ensure that the project timelines are met in a smooth fashion

Ensure compliance of the Contract and SLAs through supervising the performance of other personnel of the Bidder involved in service deliveries etc.

Single point of contact for any information sought by the RailTel.

Managing/Supervising timely resolution of escalations/tickets via Technical Engineer(s)

Responsible for all technical issues concerning the network.

Single point of contact for all technical queries and fault resolution.

Shall have the primary responsibility of ensuring a smooth network functioning and downtime.

- 3.1.37 Additionally, the bidder will provide the following setup for compliance with SLAs It will be the responsibility of the bidder to submit monthly SLA reports & Exception Reports to RailTel including the downtime penalty calculations. However if there is any difference/dispute in SLA/down time with the records of RailTel NOC, final decision in this regard will be taken by RailTel Administration.
- 3.1.38 Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.
- 3.1.39 Bidder shall provide, without any additional cost to the RailTel, adequate protection for/other obstructions wherever necessary, to prevent disturbances to the alignment causing communications failure.
- 3.1.40 The RailTel may seek information (such as status/updates on various issues, link related queries, clarifications on SLA reports etc.) from time to time during the tenure of the contract. The selected bidder shall have to provide the necessary information within the timelines specified during the request for the same by RailTel. However, extension in the time may be requested by the selected bidder by providing reasons for the same before the expiry of the timelines specified by RailTel.
- 3.1.41 RailTel reserves the right to migrate a Customer link (covered under this Tender) to some other technology (that may be provided by some other service provider) at any stage during the contract period with RailTel. In such cases, the selected bidder has to ensure the shifting and commissioning of the given link at any other feasible site as specified by the RailTel.
- 3.1.42 RailTel shall only pay the quarterly rentals and no additional cost shall be paid to the bidder including (but not limited to) the cost incurred by the bidder for the maintenance of equipment/devices used by the bidder under this Tender testing, repairs to the equipment/ replacements (even when the factors are beyond the control of the vendor) etc.
- 3.1.43 If the Customer site/ location is shifted and connectivity is required at new location, RailTel, will not provide shifting charges where shifting is requested. If shifting to the new site is not possible due to non-feasibility due to any reason, the link will be surrendered.
- 3.1.44 Notwithstanding anything mentioned above, the RailTel reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.1.45 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of RailTel:

- a. In the event this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the RailTel and to any new contractor engaged by the RailTel, for the smooth switch over and continuity of the Services.
- b. In the event of failure of the Service Provider to render the Service, without prejudice to any other right the RailTel shall have as per this Agreement, RailTel at its sole discretion may make alternative arrangements for getting the Services from any other source. If the RailTel gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall be liable to reimburse the expenses, if any incurred by the RailTel in availing such services from the alternative source.

3.2 **Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids. The supporting documents shall be uploaded by the e-tenderer. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected. If the tenderer quotes for multiple sections, the following conditions also need to met:-

- 3.2.1 **A bidder may quote for single section or multiple section or Tender. Each section (clubbed area) shall be treated as separate tender for evaluation purpose and tenderer need to have requisite technical and financial eligibility to qualify for multiple sections/tender, if so quoted, and will be dealt accordingly.**
- 3.2.2 **Fulfillment of eligibility criteria as mentioned in the tender document is a pre-requisite for consideration of the offer of the tenderer.**
- 3.2.3 **The rates quoted by the tenderer in a section/tender shall have no bearing on the rates quoted by him for any other section/tender. Each section/tender shall be treated as a separate tender and the tender will be finalized accordingly. For the purposes of arriving at the valid lowest rate, each section/tender shall be considered as a separate entity.**

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3.2.4

	Qualifying Criteria	Documentary proof required (to be uploaded)
1.	Bidder shall have appropriate valid License from TRAI/DoT for executing work as per scope of the work or The bidder shall be a Multi System Operator/ Local Cable Operator/ Internet Service Provider/ Railwire ANP/ AGNP.	TRAI/DoT License copy any other relevant document/ documentary proof. Documentary proof as ISP/ MSO /LCO/ISP/ Railwaire ANP/ AGNP
2.	Bidder should have carried out following minimum Overhead fibre connectivity (rental / comprehensive maintenance basis) for a period of 12 months during the last three years : 1. For Section -1 : 10 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1080 Dt. 22.02.2019) 2. For Section -2 : 7.5 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1081 Dt.22.02.2019) 3. For Section -3 : 17.5 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1082Dt. 22.02.2019)	Copy of PO/ Contract Agreement/ Letter certifying completion of the work from the client / other documentary proof for execution of work/ maintaining minimum required length of overhead OFC cable.
4.	Bidder should have GST Registration	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Returns
5.	The firm should not have been black listed by Central Government or any State Government, State Government or PSU in India at the time of submission of bid.	Declaration letter by bidder as per format given in Annexure-5.7
6.	Financial: Total contract amount received during the last 3 financial years and in the current financial year should be a minimum of 150% of advertised tender value.	Certified copy of Audited Balance Sheet and for preceding three years and current for Financial years.

3.2.5 Client References contact details (e-mail/ land line mobile number) of the customers for whom bidder has executed similar Projects (Start date and End date of project to be mentioned) in the past three years. **ISP/ MSO /LCO/ISP/ Railwaire ANP/ AGNP**

maintaining own O/H OFC network shall upload the supporting document for fulfillment of qualifying criteria.

Documentary evidence must be uploaded against each of the above criteria along with an index. All documents must be digitally signed by the authorized signatory of the bidder.

Document to be uploaded : At least three client references

3.3 Offers by a Third-Party

The vendors are not permitted to authorize their dealers/distributors/partners/franchisees / subsidiaries / sister concerns etc., (including individuals and third party firms/companies) to either collect or submit the tender-related documents on their behalf. RailTel will summarily reject such requests and arrangements.

3.4 Duration of contract

The contract shall be valid for a period of two year from the date of first Purchase Order issued by RailTel. The bidder shall have the option to agree for the extensions of the solution (from the date of expiry of the contract) for any period not less than one year at a time and for any number of times at the request of the RailTel and at mutually agreed to commercials. In case of extension of the contract, the terms and conditions of this Tender will be applicable, unless stated otherwise. However, in any case, even if the bidder is desirous of exiting the contract, the bidder will not exit the contract till the RailTel puts an alternative vendor in place or a period of one year whichever is earlier.

3.5 Cost of Bidding:

3.5.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and RailTel will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process. The bidder will also bear the applicable cost of the stamp duties and any other legal expenditure, present and future, in respect of all agreements that may be entered into RailTel and the Bidder as an outcome of this Tender.

3.6 Documents constituting the Tender:

The Tender Document includes the following along with the amendments (if any):

- (a) Chapter 1 – E Tendering Instructions to Bidders
- (b) Chapter 2 – Additional Instructions to Bidders
- (c) Chapter 3 – Schedule of Requirement
- (d) Chapter 4 – Bid Data Sheet
- (e) PART 1 - Invitation to Bid
- (f) PART 2 - Disclaimer
- (g) PART 3 - Instruction for Bidders

- (h) PART 4 - Terms and Conditions of Contract (TCC)
- (i) PART 5 - Requirement Specifications, Bid Forms and other forms

The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender. Failure to furnish all information required by the Tender or submission of a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.7 Clarifications / Amendments

- 3.7.1 Bidder requiring any clarification of the Tender may notify the RailTel in writing to the given email-ids on or before the 10 days before last date of submission of tender”.
- 3.7.2 Text of raised queries (without identifying source of query) and response of RailTel together with the amendment to the bidding document, if any, will be uploaded in e-tender portal.
- 3.7.3 Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be uploaded in TCIL e-tender portal and RailTel website only.
- 3.7.4 At any time prior to the deadline for submission of Bids, RailTel, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment –will be uploaded in TCIL e-tender portal and RailTel website and TCIL e-Tendering portal only.
- 3.7.5 In order to enable the bidders a reasonable time in which to take amendments into account in preparing the bids, RailTel, at its discretion, may extend the deadline for submission of bids. Such amendments will be uploaded in RailTel website.
- 3.7.6 All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. RailTel will not take responsibility for any omissions by the bidder.

3.8 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and RailTel, supporting documents and printed literature shall be submitted in English only.

3.9 Documents Comprising the Bid

3.9.1 Documents in the Techno-commercial Proposal should contain the following:

- a) A full description of the solution along with logical diagrams (showing all the links being offered), which must provide an acceptable solution. Any Techno-commercial Bid uploaded containing any Price information will be rejected.

- b) Qualifying Criteria (Annexure-5.1)
 - c) Technical specifications (Annexure-5.2)
 - d) Copy of Offer Letter/Bid Form (Annexure-5.3)
 - e) SLA Terms, Maintenance and Support Services (Annexure -5.4)
 - f) Bidder's organization profile (Annexure-5.6)
 - g) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform as per Clause 3.2 and 3.13 of the Bidding document.
- 3.9.2 Tender document must be digitally signed and uploaded in e-tender portal by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this Tender.
- 3.9.3 The above documents should be completed in accordance with the Tender and Digitally signed by the authorized representative of the Bidder (authorizing representative to bid and make commitments on behalf of the Bidder to be attached).
- 3.9.4 The Techno-commercial Bid should be uploaded in e-tender portal.
- 3.9.4.1 **The Original EMD & Cost of Tender Document in the form of DD/ the documents required as per tender conditions for exemption of EMD & Tender cost, Power of Attorney, Pass Phrase for technical and price bid in separate envelopes, offer letter and affidavit as per Annexure-A shall be submitted in offline mode before opening of e-tender.**
- 3.9.5 The Techno-commercial Proposal should NOT contain any price information. Such proposal, if received, will be rejected.
- 3.9.6 The Price quoted shall be "Excluding GST"
- 3.10 **Bid Price**
- 3.10.1 Price is to be quoted shall be in **Indian Rupees** only.
- Under this Tender, the successful tenderer shall provide Over Head Single Mode optical fibre one pair, with Transmission windows of 1310 nm. & 1550 nm. and shall be suitable for transmission of 1Gbps Band Width.
- The RailTel will pay for the connectivity (rental/hiring) charges for the links as per accepted rate.
- 3.10.2 The price quoted shall be inclusive of all levies, license fees etc. any incidental expenses as applicable, GST will be paid extra. The quoted prices should also include

all other charges like packing/forwarding/freight/transit insurance, erection/laying, termination etc., of the work.

3.10.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, levies, license fee etc. (other than GST) by Central/State Government/ local bodies. A bid submitted with an adjustable price quotation (other than GST) will be treated as non responsive and will be rejected.

3.11 **Delivery Schedule and Penalty for Delayed Deliveries**

3.11.1 The individual links have to be successfully commissioned at sites specified by RailTel in the PO, asap. However, for the purpose of penalty for delayed commissioning, penalty will be applicable on the number of sites which are not commissioned as per the target specified in this document.

3.11.2 The successful bidders shall provide connectivity for 100% of the locations under the scope. In other words, the vendor has to endeavor to make all ordered for locations feasible by expanding its reach/infrastructure, wherever necessary.

3.11.3 If bidder is feasible at a given location, but due to any issue, work can be executed on getting permission from any authority, then date of communication regarding obtaining permission for will be deemed as the date of PO for the given site. However all to be other Tender terms will continue applicable.

3.11.4 In case of non-compliance with the above clauses, the RailTel would invoke the EMD/Performance Bank Guarantee, and consider other measures not limited to blacklisting the bidder.

3.11.5 In the event of the vendor not adhering to the timelines specified above, penalty as prescribed in clause 4.12 shall be levied unless the site qualifies for any relaxation provided elsewhere in the Tender/Corrigendum.

3.11.6 'Site Survey', 'Commissioning Certificate' 'In Operations Certificate and 'Acceptance report for successful commissioning' must be maintained by the selected vendor for future reference like Penalty Calculation.

3.11.7 In the event of non-adherence to delivery schedule at any point of time, the RailTel also reserves the right to cancel the Purchase Order and forfeit the EMD (or PBG in case PBG is submitted), after due notice. In the event of such cancellation, the vendor is not entitled to any compensation.

3.11.8 The Purchase Order and all communication related to it shall be made by the RailTel Corporation of India Ltd., Eastern Region. Correspondence should also be with the authority placing the purchase order.

3.12 **Documentary Evidence Establishing Bidder's Eligibility and Qualifications**

3.12.1 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the RailTel's satisfaction:

3.12.2 that adequate, specialized expertise are available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the contract period and provide necessary maintenance services.

3.13 **Documentary Evidence Establishing Eligibility of and Conformity to Bidding Documents**

3.13.1 The Bidder shall submit compliance to the technical specifications and it should be included in the Bid.

3.13.2 Any deviations from specifications should be clearly brought out in the bid.

3.13.3 The Bidder should quote for the entire package of one section/tender on a single responsibility basis for hardware and services it proposes to provide.

3.14 **Earnest Money Deposit (EMD)**

3.14.1 The Bidder shall furnish, as part of its Bid, an EMD as indicated in the tender notice in the form of Demand Draft valid for a period of 60 days from date of opening of tender.

3.14.2 The EMD is required to protect the RailTel against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

3.14.3 Any Bid not secured, as above, will be rejected by RailTel, as non-responsive. However Firms registered with NSIC or any other body specified by Ministry of MSME for the tendered supply/work/service is exempted from submission of tender document cost & EMD. These exemptions shall be applicable provided firms are registered with NSIC/MSME for tendered item/work and registration is current and valid. Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid NSIC/MSME registration certificate for the tendered item/work, otherwise their offer would not be considered.

Exemption of tender cost and EMD are applicable to the firms of NSIC & MSME within the validity period. The firm has also to submit a declaration along with tender bid stating that: "I/We am/are a Micro and Small Enterprise registered from _____ (body approved by Ministry of MSME) with registration no _____ and terminal validity up to _____ for similar service contracts" and details as per table below:

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Declaration of Tenders awarded under NSIC/MSME

S No	No. of Tenders participated in current FY: 2018-19 with NSIC/MSME	No. of Tenders Awarded in current FY: 2018-19 with NSIC/MSME	Details of awarded		
			Tender No & Date	Name of Work/Stores	Value in Rs.

It may please be noted that supporting documents as above to be submitted i.e. copy of NSIC/MSME, declaration and details as per above table. Offers without above will be treated as invalid and summarily rejected.

3.14.4 The EMD of the unsuccessful Bidders shall be returned as soon as possible, on completion of procurement process and necessary approvals.

3.14.5 Successful tenderer shall submit a Performance Bank Guarantee (PBG) valid for 26(24+2) months, within 15days from the date of issue of letter of acceptance. The amount of PBG will be 10% of the total two years annual hiring charges. The PBG shall be submitted as per terms and conditions given in clause no. 3.29 and as per format in Annexure-5.5.

3.14.6 The EMD may be forfeited:

if a Bidder withdraws his Bid during the period of Bid validity (but prior to submission of PBG) specified in this Tender Document; or

if a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of Contract; or

in the case of a successful Bidder, if the Bidder fails;

(a) to sign the Contract;

and/or

(b) to furnish Performance Bank Guarantee and/or

(c) to adhere to the delivery schedule stipulated

The EMD of the successful bidder will be released on submission of Performance Bank Guarantee.

3.15 Period of Validity of Bids

3.15.1 The terms of the Tender including the price shall remain valid for entire contract period from the date of start of the contract. RailTel has the right to place more orders on the successful bidder at the contracted rate in respect of any additional links till the continuity of the contract. A Bid valid for a shorter period may be rejected by RailTel as non-responsive.

3.15.2 In exceptional circumstances, RailTel may solicit the Bidder's consent to an extension of the period of validity of tender. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended if PBG is not submitted by then.

3.16 Format and Signing of Bid

3.16.1 Each bid shall be in two parts: -

3.16.1.1 Part **I- Techno-Commercial** (as per clause 3.9 above)

3.16.1.2 Part **II- Price Bid** (as per clause 3.10 above)

3.16.2 The Techno-commercial part of the bid shall be uploaded in the technical part of the e-tender portal and price bid duly filled digitally signed and uploaded.

3.16.3 The Bid shall be typed or written in indelible ink and shall be scanned, digitally signed and uploaded in the relevant sections of the e-tendering portal by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

3.16.4 The envelope with offline mode documents shall bear the name of the work: "Hiring of Optic Fibre Cable in SECL command Area Chhattisgarh & Madhya Pradesh states for RailTel Corporation of India Ltd., Eastern Region" , Tender No. & Section for which document submitting.

3.16.5 The envelope in which offline mode documents submitted should indicate the name and address of the Bidder on the cover.

3.16.6 If the envelope is not sealed and marked, then RailTel will assume no responsibility for the bid's misplacement or its premature opening.

3.17 Last date of & time of Submission of Bids

3.17.1 E-Bids must be uploaded by the bidder at the e-tendering portal. the date and time specified in the "Schedule of Events" in Invitation to Bid.

3.18.2 In the event of the specified date for submission of bids being declared a holiday for RailTel, the bids will be received up to the appointed time on the next working day.

3.18.3 RailTel may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations RailTel and bidders previously subject to the deadline will thereafter be subject to the extended last date of submission.

3.19 Late Bid
Not used

3.20 Modification and Withdrawal of Bids

- 3.20.1 The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by RailTel, prior to prescribed last date time of submission.
- 3.20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered to RailTel office at 3rd Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- 3.20.3 No Bid may be modified after the Last date and time for submission of Bids.
- 3.20.4 No Bid may be withdrawn in the interval between the Last date and time for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD/PBG.

3.21 Opening of Techno-Commercial Bids by RailTel

- 3.21.1 The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details RailTel, at its discretion, may consider appropriate, will be announced at the time of Techno-Commercial Bid opening.

3.22 Preliminary Evaluation

- 3.22.1 RailTel will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been digitally signed, and the Bids are generally in order.
- 3.22.2 Prior to the detailed evaluation RailTel will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- 3.22.3 RailTel's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.22.4 If a Bid is not responsive, it will be rejected by RailTel and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.23 Evaluation of Techno-commercial Bids:

- 3.23.1 Only those bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by RailTel for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

3.23.2 RailTel reserves the right to evaluate the bids on technical and functional parameters.

3.24 **Evaluation of Price Bids and Finalization**

3.24.1 Only those Bidders who qualify in pre-qualification and Technical evaluation would be shortlisted for commercial evaluation.

3.24.2 Technical evaluation will be considered only for eligibility and L1 will be identified based on Price Bid only.

- a. If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total bid price for the bid shall be taken as correct.
- b. RailTel may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

3.24.3 The contract may be awarded to as under the L1 bidder.

3.24.4 The time provide to the selected bidder for project completion, as stipulated at clause 3.11.2, is inclusive of all tasks to be performed by the bidders for delivery of the links ordered.

3.24.5 If the vendor fails to adhere RailTel, at its sole discretion, besides levying the stipulated penalty(ies), may cancel the order.

3.24.6 The OFC cable shall be laid and Services covered under this bid are to be installed and commissioned within the period mentioned in this Tender document. No credit will be given for early deliveries.

3.25 **Contacting RailTel**

3.25.1 No Bidder shall contact RailTel on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

3.25.2 Any effort by a Bidder to influence RailTel in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.26 **Award Criteria**

3.26.1. RailTel may award the Contract to the successful Bidder, who have been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, in terms of clause.

3.26.2. The successful bidders shall provide connectivity for 100% of the ordered OFC connectivity/ links in both states.

3.27 RailTel's right To Accept Any Bid and to reject any or All Bids:

RailTel reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RailTel's action.

3.28 Notification of Award

3.28.1 The notification of award/ issue of Letter of Acceptance will constitute the formation of the Contract. The selected Bidders should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of Letter of Acceptance within 7 days of receipt of the communication.

3.28.2 Upon award of work to the successful Bidders, RailTel will notify other unsuccessful Bidders and will discharge their EMD.

3.29 Performance Bank Guarantee:

- a. The successful bidder shall have to submit a Performance Bank Guarantee (PBG) within 15 (Fifteen) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PBG beyond 15 (Fifteen) days and up to 30 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 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any, payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- b. A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel's bank through SFMS and only after this the BG will become acceptable to RailTel. It is therefore in own interest of bidder to obtain RailTel's bank IFSC code, Its branch and address and advise these particulars to the BG issuing bank and request them to send advice of BG through SFMS to the RailTel's bank.
- c. The Performance Bank 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 PBG shall be initially valid up to 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.B.G. extended to cover such time for completion of work plus 60 days.
- d. The value of P.B.G. to be submitted by the contractor will not change for variation up to + 25% (either increase or decrease). In case during the course of execution, value

of the contract increases by more than + 25% of the original contract value, an additional Performance Bank Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited by the contractor.

- e. The Performance Bank Guarantee (PBG) shall be released on completion of satisfactory service period and submission of no due certificate by the contractor.

3.30 Signing of Contract:

3.30.1 In the absence of a formal contract, the Bid document, together with the RailTel's Letter of Acceptance and the vendor's acceptance thereof, would constitute a binding contract between the RailTel and the successful Bidder.

3.30.2 Failure of the successful Bidder to comply with the requirement of the Tender shall constitute sufficient grounds for the forfeiture of EMD/PBG followed by the annulment of the award.

3.30.3 RailTel reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchase order or both if the Bidder fails to meet the significant terms of this Tender or contracts entered into with them, after giving due notice for rectification.

3.31 Miscellaneous:

3.31.1 All documents in response to this Tender must be digitally signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

3.31.2 All pages of this Tender document must be stamped and initialed by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this Tender and should be submitted as part of techno-commercial bid.

3.31.3 The Bidder shall complete part of the bids for the section /Tender intend to participate upload Document required. Bids are liable to be rejected if partial submission of bid.

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PART 4

TERMS AND CONDITIONS OF CONTRACT (TCC)

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TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 Definitions: Please refer section 1.3.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the RailTel shall be binding and final on the Bidder.

4.2 Use of Contract Documents and Information

4.2.1 The Supplier shall not, without the RailTel's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of RailTel in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

4.2.2 The Supplier will treat as confidential all data and information about the RailTel/RailTel's Customer, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of RailTel.

4.3 Country of Origin / Eligibility of Goods and Services

4.3.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

4.3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or manufactured or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3.3 The Vendor shall not, without the RailTel's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.3.4 Any document, other than the Contract itself, shall remain the property of RailTel and shall be returned (in all copies) to RailTel on completion of the Vendor's performance under the Contract, if so required by RailTel.

4.4 Patent Rights/Intellectual Property Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, license, Intellectual Property Rights, etc. arising from the use of the Goods or software or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and RailTel is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. RailTel will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify RailTel against all third party claims.

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4.5 **Inspection and Quality Control Tests:**

4.5.1 The RailTel reserves the right to carry inspection by a team of RailTel or demand a demonstration of the solution proposed on a representative model in Bidder's office. The contractor shall submit technical parameters of the Overhead OFC cable, approval shall be obtained before laying of cable.

☒ In the event of the hardware and software failing to pass the acceptance test, as per the specifications and schedule given, RailTel reserves the right to cancel the Purchase Order and forfeit the EMD/PBG.

☒ On successful completion of acceptability test, receipt of deliverables, etc., and after RailTel is satisfied with the working on the system, the acceptance certificate will be signed by the representative of RailTel

4.5.2 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

4.6 **Right to use defective product:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the product is found to be unsatisfactory, RailTel shall have the right to continue to operate or use such product until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the RailTel Customer's operation.

4.7 **Payment terms :**

Payment (*in Indian Rupees only*) will be made strictly in accordance with the following schedule by RailTel, Eastern Region.

Quarterly rental Charges will be paid end of 1st quarter as shown below:

☒ **First Payment:** Shall be paid on completion of 1st quarter and upon submission of:

- (a) invoice for the period of service;
- (b) "Link Commissioning Certificate" (Format as per Annexure-5.9 will be prepared by the bidders engineer and will be signed by the RailTel official, where the link and other related networking equipment are installed; and
- (c) Communication from RailTel official having successfully commissioned the links including OTDR trace and power meter reading jointly signed by the contractor and RailTel Engineer.

Subsequent Payments: After expiry of each subsequent period of quarterly operations and upon submission of invoice and SLA report for the period of service. The delayed commissioning etc. penalties would be deducted by RailTel at the stage it deems appropriate.

4.8 **Prices:**

Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in present levied taxes, duties, levies, charges, etc.(other than GST). In other words rate accepted will be non-negotiable for a period of contract.

- 4.9 **Contract Amendments:** No variation in or modification of the terms of the contract shall be made, except by written amendment, signed by the parties.
- 4.10 **Assignment:** The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with RailTel's prior written consent.
- 4.11 **Delays in the Vendor's Performance:**
- 4.11.1 Delivery, installation, commissioning of the Solution and performance of Services shall be made by the Vendor within the timeline prescribed.
- 4.11.2 If at any time during performance of the Contract, the Vendor or its subcontractor(s) (if permitted by RailTel) should encounter conditions impeding timely delivery of the Products and performance of Services, the Vendor shall promptly notify RailTel in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the RailTel shall evaluate the situation and may, at its discretion, extend the Vendor's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 4.11.3 Except as provided in the above clause, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
- 4.12 **Liquidated Damages:**
- 4.12.1 If the Vendor fails to deliver any or all of the links or perform the Services within the time period(s) specified in the Contract, RailTel may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price of undelivered links, as liquidated damages, a sum equivalent to ½ % per week or part thereof until actual delivery of satisfactory services or performance subject to maximum deduction of 10% of contract value. Once the maximum deduction is reached, the RailTel may consider termination of the Contract. However, nothing written under this clause precludes RailTel from invoking the entire PBG for failure on the part of the bidder to deliver and perform the terms of this Tender.
- 4.12.2 Notwithstanding anything contrary contained herein or any other document made part of this agreement, the limitation of liability for direct damages, indirect and consequential damages, incidental, punitive, exemplary or special Losses; loss of data/programs, loss of profits or revenue, loss of anticipated savings and loss of goodwill will be up to the contract value, except in case of infringement.
- 4.13 **Termination of contract:**
- 4.13.1 RailTel, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Vendor giving a month's notice, may terminate the Contract in whole or in part:
- a) If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by RailTel;
and/or
 - b) If the Vendor fails to perform any other obligation(s) under the contract.

and/or

c) for any reasons which RailTel, at its sole discretion consider a fit and proper ground for termination of the Agreement;

and/or

d) on the happening of any termination event mentioned herein above in this Agreement;

and/or

e) for convenience;

and/or

f) in the interest of RailTel

4.13.2 In the event the RailTel terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered. However, the Vendor shall continue performance of the Contract to the extent not terminated.

4.14 **Force Majeure:**

4.14.1 Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.14.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, but shall not include any activity carried out by human beings or animals that results in cable damage or disruption of wireless/wired or other communication equipment provided or installed or owned by the Vendor or Vendor's service provider, or due to failure of power supply to any equipment, where such power supply was not the responsibility of RailTel.

4.14.3 If a Force Majeure situation arises, the Vendor shall promptly notify RailTel in writing of such condition and the cause thereof. Unless otherwise directed by RailTel in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4.15 **Termination for Insolvency:** RailTel may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to RailTel.

4.16 **Termination for Convenience:** RailTel, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the RailTel's convenience, the extent to which

performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

4.17 **Resolution of Disputes:**

4.17.1 RailTel and the Vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

4.17.2 If RailTel and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below:

4.17.3 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by a sole arbitrator in accordance with provisions contained in Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.

4.17.4 All arbitration proceedings shall be conducted in English. Resources against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

4.17.5 The Arbitral Tribunal shall consist of the sole Arbitrator if the value of claim is up to Rs. 10 Lakhs. The arbitrator will be appointed by the Chief Managing Director of RailTel Corporation of India Ltd. If the value of claim or amount under dispute is more than Rs. 10 Lakhs, the matter shall be referred to the adjudication of arbitral council. Chairman cum Managing Director/RailTel shall furnish a panel of three names to the contractor, out of which the contractor will recommend one name to be his nominee and then Chairman cum Managing Director/RailTel shall appoint out of the panel, one name as RailTel's nominee and these two arbitrators with mutual consent appoint a third arbitrator who shall act as deciding. The award of the sole arbitrator or the Arbitral council, as the case may be, shall be final and binding on both the parties, i.e. Contractor and RailTel Corporation of India Ltd.

4.17.6 Each of the parties agree that notwithstanding that the matter may be referred to Arbitrator as provided therein, the parties shall nevertheless pending the resolution of the controversy or disagreement continue to fulfill their obligation under this Agreement so far as they are reasonably able to do so.

4.18 **Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at New Delhi

4.19 **Addresses for Notices:**

The following shall be the address of the RailTel and Vendor.

RailTel's address for notice purposes:

Same as mentioned in the "Schedule of Events" under "address for communication" field.

Vendor's address for notice purposes

A notice shall be effective when delivered or on effective date of the notice whichever is later.

Address for this purpose includes an email address. However, important email communication should be followed up with an alternative means of communication such as a letter.

4.20 Taxes and Duties:

4.20.1 The Vendor will be entirely responsible for all applicable taxes like Central State Government levies, GST cess, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.

4.20.2 Income Taxes in India: The Vendor shall be liable to income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Vendor shall include all such taxes in the contract price.

4.20.3 Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, accepted shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by accepted as per the laws and regulations in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

4.20.4 The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4.21 Vendor's obligations:

4.21.1 The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

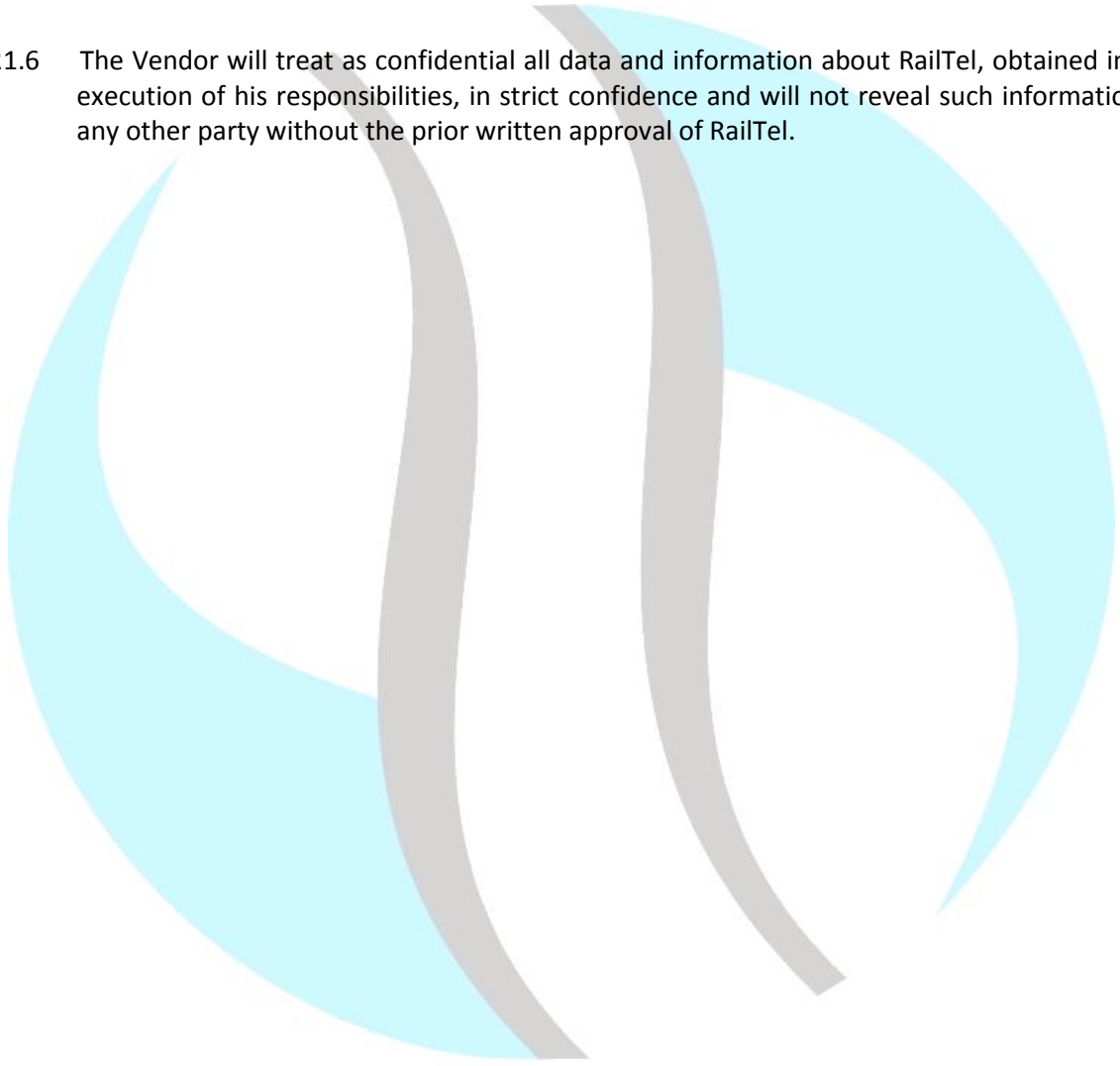
4.21.2 The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done.

4.21.3 The Vendor is obliged to work closely with the Customer's staff, act within its own authority and abide by directives issued by the RailTel and implementation activities.

4.21.4 The Vendor will abide by the job safety measures prevalent in India and will free RailTel from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold RailTel responsible or obligated.

4.21.5 The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

4.21.6 The Vendor will treat as confidential all data and information about RailTel, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of RailTel.



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PART 5

REQUIREMENT SPECIFICATION, BID FORM AND OTHER FORMATS

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ANNEXURE – 5.1

Eligibility Criteria

S No.	Qualifying Criteria	Documentary proof required	Enclosed (Yes/ No.)	Page No.
1.	<p>Bidder shall have appropriate valid License from TRAI/DoT for executing work as per scope of the work</p> <p style="text-align: center;">or</p> <p>The bidder shall be a Multi System Operator/ Local Cable Operator/ Internet Service Provider/ Railwire ANP/ AGNP.</p>	<p>TRAI/DoT License copy any other relevant document/ documentary proof.</p> <p>Documentary proof as ISP/ MSO /LCO/ISP/ Railwaire ANP/ AGNP</p>		
2.	<p>Bidder should have carried out following minimum Overhead fibre connectivity (rental / owned maintained by the bidder) for a period of 12 months during the last three years :</p> <p>1. For Section-1 : 10 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1080 Dt. 22.02.2019)</p> <p>2. For Section -2 : 7.5 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1081 Dt.22.02.2019)</p> <p>3. For Section -3 : 17.5 Km. (Tender No. RailTel/Tender/ OT/ER/ HQ/ 2018-19/1082 Dt. 22.02.2019)</p>	<p>Copy of PO/ Contract Agreement/ Letter certifying completion of the work from the client / other documentary proof for execution of work/ maintaining minimum required length of overhead OFC cable.</p>		
4.	<p>Bidder should have GST Registration,</p>	<p>Copy of GST Registration certificate, Copy of PAN Card, Income Tax Returns</p>		
5.	<p>The firm should not have been black listed by Central Government or any State Government, State Government or PSU in India at the time of submission of bid.</p>	<p>Declaration letter by bidder as per format given in Annexure-5.7</p>		

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S No.	Qualifying Criteria	Documentary proof required	Enclosed (Yes/ No.)	Page No.								
6.	<p>Financial: Total contract amount received during the last 3 financial years and in the current financial year should be a minimum of 150% of advertised tender value.</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Annual Turnover</th> </tr> </thead> <tbody> <tr> <td>2017-18</td> <td></td> </tr> <tr> <td>2016-17</td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> </tr> </tbody> </table>	Year	Annual Turnover	2017-18		2016-17		2015-16		<p>Please indicate the Annual Turnover for the last preceding Three years and current F Y duly enclosing the chartered Accountant /Auditor /Authorized certified documentary evidence:</p>		
Year	Annual Turnover											
2017-18												
2016-17												
2015-16												
7.	Client References contact details	(e-mail/ land line mobile number) of the customers for whom bidder has executed similar Projects (Start date and End date of project to be mentioned) in the past three years and which will be running as on date of submission of bid.										

Signature of Tenderer with seal

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ANNEXURE – 5.2

Technical Specification OF O/H OFC

Under this Tender, Over Head optical fibre links shall be provided with one pair of Single Mode Optical Fibre having Transmission windows of 1310 nm. & 1550 nm. and shall be suitable for transmission of 1Gbps. Quotation is asked for fibre capable of transmission up to 1Gbps Bandwidth. The OFC cable used shall have sufficient mechanical strength to withstand environmental conditions of the area for a period not less than 3-4 years. OFC cable termination box, Patchcord/pigtail used shall be of reputed make, as per industry standard.

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Annexure 5.3

OFFER LETTER/BID FORM

(Original to be submitted in offline mode and copy uploaded in Techno-commercial bid each tender/section)

Date: _____

To
RailTel Corporation of India Limited,
Eastern Region, 3rd Floor,
Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071.

Dear Sir,

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1080-82 dated: 22.02.2019

We have examined the Tender, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by RailTel and we offer to supply, install, test, commission and maintain one pair of dark Overhead OFC cable for link details enclosed at Annexure 5.10/Section ____ /Tender No. _____ as per the terms and conditions spelt out in the Tender. We shall participate in the bid

2. While submitting this bid, we certify that:

- The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
- Price bid submitted by us have been arrived at without agreement with any other Bidder of this Tender for the purpose of restricting competition.
- The price bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this Tender.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.
- The rate quoted in the price bids for the solution are as per the Tender and subsequent pre-bid clarifications/ modifications/ revisions furnished by RailTel without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the Fibre links within the period specified in the Tender from the date of Purchase Order.

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4. We agree to abide by the Bid and the rates quoted therein for the orders awarded RailTel up to the period prescribed in the Bid, which shall remain binding upon us.

5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. We also certify that the information/ data/ particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, RailTel will have the right to disqualify us from the bid.

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

9. A sum of Rs. _____/- (Rupees _____ only) as a Account Payee Demand Draft in favour of "RailTel Corporation India Ltd" DD No..... dtissued by is herewith forwarded as "Earnest Money". The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the Performance Bank Guarantee.

Dated this day of 2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

SIGNATURE OF WITNESS

1.

2.

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ANNEXURE-5.4

SLA Terms and Conditions

for Maintenance and Support Services

1. During the term of the contract, the Vendor shall maintain the network in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
 - a. The Bidder shall rectify any defects, faults and failures in the solution and shall repair/replace worn out or defective parts of the solution promptly, at no extra cost to RailTel.
 - b. Vendor shall at all times keep sufficient stock of spare cable and accessories required for maintenance of the O/H OFC links.
2. Network Uptime, Payments and Penalty:
 - a. The Purchase Orders shall be issued by Executive Director, RailTel Corporation of India Ltd., Eastern Region, 3rd & 16th Floor, Chatterjee International Centre, 33A Jawaharlal Nehru Road, Kolkata – 700 071 and the payments shall also be made by the PO issuing authority.
 - b. The rentals will be paid end of each quarter; SLA and penalty will be calculated on monthly basis.

The Bidder is required to ensure a minimum availability (Uptime) of 98% for the contracted link(s), on monthly basis. In case, the monthly availability falls below 98 % for a link, penalty would be imposed on the Bidder and the same would be deducted from the residual amount payable to the Bidder.

Turnkey Project downtime will be reckoned around the clock (24 X 7). For e.g. if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following day, the downtime would be calculated as below:

First day: from 12:00 hrs to 00:00 hrs (i.e. 12.00 hrs). Second day: from 12.00 hrs to 11.00 hrs (i.e. 11.00 hrs). Total downtime: (12+11) hours = 23 hrs.

Link Availability in %

$$\frac{(\text{No. of days in the month} \times 24 \times 60) - (\text{Downtime minutes during the month})}{(\text{No. of days in the month} \times 24 \times 60)} \times 100$$

Note: Down time during the month exclude period of Force Majeure, link switched off, power failure of the equipments at both ends of the link.

SLA:

Uptime @ in a calendar Month	Penalty (% on monthly rental charges of the affected link)
> 98%	Nil
> 98.00 % ≤ 96.5 %	10%
> 96.50 % to ≤ 94.00 %	20%
> 92.00 % ≤ 94 %	30%
> 90.00 % ≤ 92.00 %	40%
>90.00 % ≤ 80.00%	70% + RailTel reserves the right to surrender the link
< 80.00 %	100% + RailTel reserves the right to surrender the link

Note: In case of the link availability less than 80%, 100% of the monthly rental will be deducted as penalty and also the link may be surrendered by RailTel.

- The Availability will be calculated for each individual links.
 - Availability shall be calculated on monthly basis.
 - Preventive maintenance is to be carried out on as required as per tender conditions.
 - No. of days in the month will be calculated as per the no. of days in a calendar month.
 - The downtime will be measured on monthly basis.
 - The system down time should not exceed 4 hours from the time at which the complaint was made. In case, the link is not restored within stipulated time, the RailTel may elect/choose to get the same repaired or replaced from any other outside agency and the cost & expenditure incurred therein shall be recovered from the BIDDER.
 - BIDDER shall check each component under the respective SOR, installed at the Customer premises & RailTel PoP at least once in a month.
 - The SLA breach penalty will be applicable proportionately on the selected bidder.
3. Bills submitted by the Vendor shall not be paid by the RailTel till compliance. In case even after withholding payments there is no improvement, RailTel may invoke at its discretion relevant clauses of the Tender Document.
 4. Penalty for not providing any other feature/facility and/or complying with term as per Tender Document. RailTel may stop the payment till the issue is resolved and/or may put a reasonable penalty on the vendor.
 5. The Vendor's maintenance personnel shall be given access to the network when necessary, for the purpose of performing the repair and maintenance services indicated in this Tender Document.
 6. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
 7. If in any month, the Vendor does not fulfill the provisions of clauses given above, only the proportionate charges for that period during the month will be considered payable by RailTel

without prejudice to the right of RailTel to terminate the contract. If the Vendor has been credited without deducting the proportionate charges (as applicable) for that quarter, RailTel can deduct the same from future payments payable or the Vendor shall refund the amount forthwith to RailTel on demand by RailTel.

8. On account of any negligence, commission or omission by the engineers/resources of the Vendor and if any loss or damage caused to the equipment/solution, the Vendor shall indemnify/pay/reimburse the loss suffered by RailTel.

9. CONFIDENTIALITY:

The Vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to RailTel/Customer will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information and not to release or disclose it to any other party, the Vendor agrees to appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to RailTel in divulging the information by the employees of the Vendor, RailTel shall be indemnified. The Vendor agrees to maintain the confidentiality of the Customer's information after the termination of the agreement also.

The Vendor will treat as confidential all data and information about the Customer / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

10. For the breach of any terms and conditions as mentioned in this Tender other than those for which an explicit penalty has already been mentioned, the bills/invoices raised by the selected bidder shall not be processed starting from the quarter to which the breach applies till the resolution of the same. However, depending on the severity of the breach, RailTel may decide to process partial payment of the pending invoices. No interest, or other compensation, shall be paid by RailTel for any delay in payment which arises due to reasons stated in this clause.

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ANNEXURE-5.5

PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

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

In consideration of the RailTel Corporation of India Limited, 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi - 110 053 with Eastern Region office at 3rd & 16th Floor, Chatterjee International Centre, 33A, Jawaharlal Nehru road, Kolkata – 700 071 (Herein after called the RailTel) having agreed to exempt (Hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement No. dated made between RailTel Corporation of India Limited 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.

We,(name of 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 as 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.only.

We,(name of bank) undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal.

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

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

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

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

NOT WITH STANDING ANYTHING CONTAINED HEREIN ABOVE

- (i) The liability of the surety under his Bank Guarantee shall not exceed Rs..... (Rupees only).
- (ii) This Bank guarantee shall be valid upto
- (iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serve upon the bank, written claim or demand on or before

Dated theday of 20....

for
(Indicate the name of the Bank)

Witness :

Signature :
Name :

Signature :
Name :

NOTE: The Guarantee shall be valid for a period of 90 days after the expiry of the service period.

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ANNEXURE-5.6

BIDDER'S ORGANIZATION PROFILE

Details of the Bidder:

- 1) Name of the Applicant
- 2) Nature of Entity (Individual/Firm/ Partnership Firm /Company)
- 3) Registration No. for Firm/Partnership Firm /CIN for Company
- 4) Company website URL
- 5) Particulars of the Authorized Signatory of the Bidder
 - a. Name
 - b. Designation
 - c. Address
 - d. Phone Number (Landline)
 - e. Mobile Number
 - f. Fax Number
 - g. Email Address

Dated this day of..... 2019 at

For and on behalf of.....

Authorized Signatory

Designation

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ANNEXURE – 5.7

- Declaration of Clean Track Record/ No Blacklisting

(To be submitted by Bidder on original letterhead)

To,

Date

Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region, 3rd & 16th Floor.,
Chatterjee International Centre
33A, Jawaharlal Nehru Road,
Kolkata – 700 071.

Subject: Tender for Hiring of Optic Fibre Cable in SECL command Area Chhattisgarh & Madhya Pradesh States for RailTel Corporation of India Ltd., Eastern Region

Ref ; Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1080-82 Dt. 22.02.2019

Sir,

I/We hereby declare that my company has not been debarred / black listed as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

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ANNEXURE - 5.8

NO NEAR- RELATIVE DECLARATION AND CERTIFICATES

(To be submitted by either authorized signatory or proprietor, or each partner/ director in case of partnership Firms/Companies/ Agencies)

I _____ son/ daughter/ wife of
Shri _____ Proprietor/
Partner/ Director/ Authorized Signatory/ Representative of M/s. _____

(Name and address of the bidder) is competent to sign this declaration /certification and execute the tender document regarding “Hiring of Optic Fibre Cable in SECL command Area Chhattisgarh & Madhya Pradesh States for RailTel Corporation of India Ltd., Eastern Region”;

I _____ resident _____ hereby certify that none of relatives of mine/proprietor/ partners/ directors of the Firm/ Company/ Agency is / are employed in the units where he/ she is going to apply for the Tender.

I have carefully read and understood all the Terms & Conditions of the Tender Document and undertake to abide by the same;

I also certify that our Firm/Company/Agency will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations. I shall be personally liable under the appropriate law.

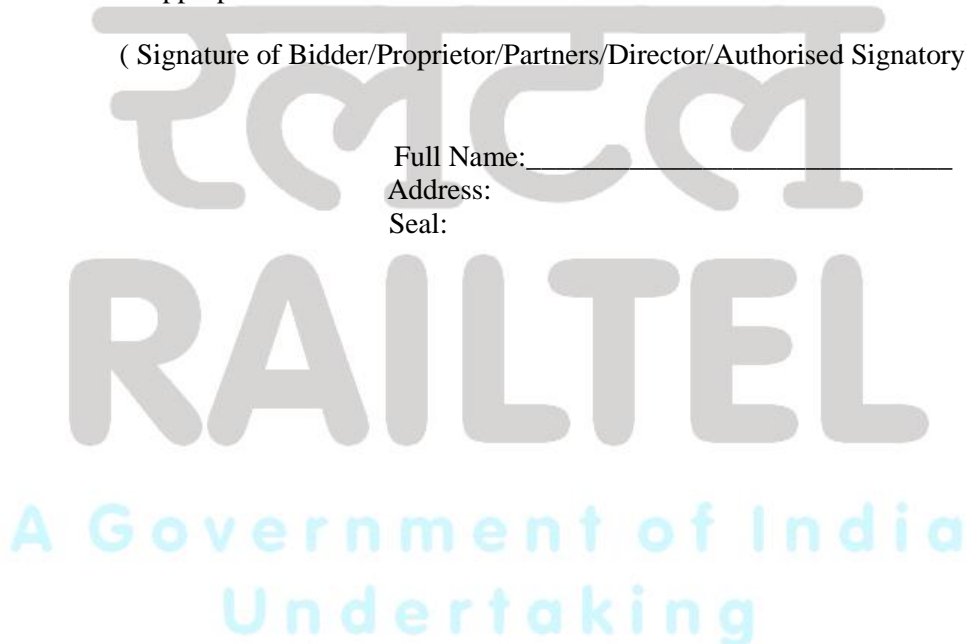
I also hereby certify that the Firm/Company/Agency namely M/s. _____ is currently not blacklisted or debarred by RailTel, or any other Government Department from taking part in Government tenders.

The Information/documents furnished here and along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Bidder/Proprietor/Partners/Director/Authorised Signatory)

Date:
Place:

Full Name: _____
Address: _____
Seal:



ANNEXURE-5.9

LINK COMMISSIONING CERTIFICATE

(Format may be amended/expanded by RailTel if required)

Name of the work	:	
PO/ LOA No. and date	:	
Connectivity provided		
End A		
End B		
Link distance	___ mtr.	
Fibre length		
Link loss	___dB.	
Route details		
Date of testing/ commissioning		

Signature of RailTel's Engineer

Signature of the Contractor's Engineer

Certified that the _____ OFC link laid as per requirement and as per LOA/PO and has been commissioned on _____

Signature of Manager/Sr. Manager /Bilaspur

Forwarded by.:

Asstt.GM/Bilaspur

Signature

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ANNEXURE-5.10

Optical Fibre Link Details

Section -1, SECL Area : Sohagpur, J&K, & Johilla

Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1080 dt.22.02.2019

S. No	Area	Link details		Distance for OFC (Km)
		'A' End	'B' End	
1	Sohagpur	Dhanpuri UG	Burhar siding Road WB	0.8
		Amlai OCM Old WB	Dhanpuri UG	3
		Burhar siding Rly WB	Sohagpur AO	0.8
		Shard OCM RD WB1	Shard OCM RD WB2	0.3
		Amlai SAO Repeater	Amlai OCM Old WB	3
		DOCM New	Amlai OCM Old WB	6
2	Johila	Palli Rd WB	Johila AO	8
		Vindhya Rd WB 2	Vindhya Rd WB 1	0.4
3	J&K	Bartarai Mine	Amandand WB1	5
		Amandand WB3	Amandand WB2	0.4
		Amandand WB4	Amandand WB3	1
Total				49.5Km.

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Section -2, SECL Area : Bhatgaon & Bishrampur

Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1081 dt.22.02.2019

S. No.	Area	Link details		Distance for OFC (Km)
		'A' End	'B' End	
1	Bhatgaon	Dugga Warfwall Siding 1&2	Mahamaya Gate	7
		Mahan 2 WB 2	Mahan 2 WB 3	2
		Mahan 2 WB 1	Mahan 2 WB 3	2
2	Bishrampur	Kumda 7 & 8 UG	Balrampur	2.5
		Amgaon WB 2	Amgaon WB 1	0.5
		OCM Road WB	Regional Store	1.5
		Amera SAO	Bishrampur AO	2
		RGK SAO	Rehar Sub Station	1.5
		Rehar UG	RGK SAO	1.5
		Basa SAO	Bishrampur AO	1
Total				21.5 Km.

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Section -3, SECL Area : Baikunthpur, Chirimiri & Hasdeo

Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1082 dt.22.02.2019

S. No	Area	Link details		Distance for OFC (Km)
		'A' End	'B' End	
1	Baikunthpur	Churcha Rly WB	Baikunthpur Road Rly STn PoP	1.5
		Churcha Road WB	Regional Store	0.8
		Katora Boom Barrier	Katora Rly Stn	0.8
		Katora Rly siding Rail WB	Katora Boom Barrier	0.3
		Katora Siding Road WB	Katora Rly siding Rail WB	0.3
2	Chirimiri	Kurasiya Colliery Road WB	Doman Hill Road WB	8
		Chirimiri Regional Store	Chirimiri AO	12
3	Hasdeo	Bijuri Road W/B	Bijuri Rly Siding	0.8
		Rajnagar RO Rail WB	Rajnagar RO Road WB	2
		Ramnagar Rd WB	Rajnagar RO Rail WB	7
		West JKD Road W/B	Ramnagar Rd WB	12
		Hasdeo Regional Store	Bijuri Rly Siding	4
TOTAL				49.5 km.



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*****End of the Techno-Commercial Bid*****

ANNEXURE-5.11

Section -1, SECL Area : Sohagpur, J&K, & Johilla

PRICE BID

(Price Bid : Financial part of e-Tender)

To:

Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region, 3rd & 16th Floor,
Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071.

Dear Sir,

Ref : Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1080 dt.22.02.2019
Section -1, SECL Area : Sohagpur, J&K, & Johilla

Having examined the Tender Document (and amendments, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price (inclusive of all taxes excluding GST) Optical Fibre cable connectivity on hiring basis, for Section -1 given in Annexure -5.10 as indicated below:

Srl. No.	Description of work	Approx. Distance	Estimated hiring charges for 2 years	Rate Quoted per meter per annum	
				In figures	in words
	Provision of Over Head Optic Fibre Cable links in SECL Sohagpur, J&K, & Johilla area in Madhya Pradesh State as per link details given in Annexure – 5.10 and maintenance of cable links for RailTel Corporation of India Ltd., Eastern Region	28.70 km.	Rs.13,77,600/-		

	It is certified that I/We have inspected the site of work and acquainted myself / ourselves with local conditions, work involved etc.
	The above Rate are exclusive of GST.
	I/We have carefully gone through the Instructions for bidders, Terms & conditions of contract, specifications, and other terms and conditions attached with the tender document.
	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.
	I/We undertake to provide Performance Bank Guarantee of suitable amount towards faithful maintenance & supports till existence of individual links.

Dated this day of 2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

ANNEXURE-5.12

Section -2, SECL Area : Bhatgaon & Bishrampur

PRICE BID

(Price Bid : Financial part of e-Tender)

To:

Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region, 3rd & 16th Floor,
Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071.

Dear Sir,

Ref : Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1081 dt. 22.02.2019
Section -2, SECL Area : Bhatgaon & Bishrampur

Having examined the Tender Document (and amendments, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price (inclusive of all taxes excluding GST) Optical Fibre cable connectivity on hiring basis, for Section -1 given in Annexure -5.10 as indicated below:

Srl. No.	Description of work	Approx. Distance	Estimated hiring charges for 2 years	Rate Quoted per meter per annum	
				In figures	in words
	Provision of Over Head Optic Fibre Cable links in SECL Bhatgaon & Bishrampur area in Chhattisgarh State as per link details given in Annexure – 5.10 and maintenance of cable links for RailTel Corporation of India Ltd., Eastern Region	21.5 km.	Rs.10,32,000/-		

	It is certified that I/We have inspected the site of work and acquainted myself / ourselves with local conditions, work involved etc.
	The above Rate are exclusive of GST.
	I/We have carefully gone through the Instructions for bidders, Terms & conditions of contract, specifications, and other terms and conditions attached with the tender document.
	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.
	I/We undertake to provide Performance Bank Guarantee of suitable amount towards faithful maintenance & supports till existence of individual links.

Dated this day of 2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

ANNEXURE-5.13

Section -3, SECL Area : Baikunthpur, Chirimiri & Hasdeo

PRICE BID

(Price Bid : Financial part of e-Tender)

To:

Executive Director,
RailTel Corporation of India Ltd.,
3rd & 16th Floor, Chatterjee International Centre,
33A Jawaharlal Nehru Road,
Kolkata – 700 071.

Dear Sir,

Ref : Tender No. RailTel/Tender/OT/ER/HQ/2018-19/1082 dt.: 22.02.2019
Section -2, SECL Area : Baikunthpur, Chirimiri & Hasdeo

Having examined the Tender Document (and amendments, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Price (inclusive of all taxes excluding GST) Optical Fibre cable connectivity on hiring basis, for Section -1 given in Annexure -5.10 as indicated below:

Srl. No.	Description of work	Approx. Distance	Estimated hiring charges for 2 years	Rate Quoted per meter per annum	
				In figures	in words
	Provision of Over Head Optic Fibre Cable links in SECL Baikunthpur, Chirimiri & Hasdeo area in Chhattisgarh State as per link details given in Annexure – 5.10 and maintenance of cable links for RailTel Corporation of India Ltd., Eastern Region	49.5 km.	Rs.23,76,000/-		

	It is certified that I/We have inspected the site of work and acquainted myself / ourselves with local conditions, work involved etc.
	The above Rate are exclusive of GST.
	I/We have carefully gone through the Instructions for bidders, Terms & conditions of contract, specifications, and other terms and conditions attached with the tender document.
	I/We undertake to keep this offer valid for period indicated in Tender document from the date of opening of Tender and further not to revoke the same before the expiry of such period.
	I/We undertake to provide Performance Bank Guarantee of suitable amount towards faithful maintenance & supports till existence of individual links.

Dated this day of 2019

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____