



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

19वीं मंजिल, ऑरोरा वाटरफ्रंट बिल्डिंग, प्लॉट नंबर 34/1,

ब्लॉक जीएन, सेक्टर-वी, साल्ट लेक सिटी, कोलकाता - 700 091

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking), Eastern Region,

(CIN: U64202 DL 2000GOI107905)

19th Floor, Aurora Waterfront Building,

Plot No. 34/1, Block GN, Sector-V,

Salt Lake City, Kolkata – 700 091

RailTel Website: <https://www.railtel.in>

e-Tendering portal <https://railtel.enivida.com>

“रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए असम, त्रिपुरा और पश्चिम बंगाल राज्यों में गेल (इंडिया) लिमिटेड के विभिन्न कार्यालयों की लास्ट माइल कनेक्टिविटी के लिए डार्क फाइबर लिंक को किराए पर लेना”

के कार्य हेतु

इलेक्ट्रॉनिक निविदा दस्तावेज

ELECTRONIC TENDER DOCUMENT

For the work of

“Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL (India) Ltd. in Assam, Tripura and West Bengal States for RailTel Corporation of India Ltd., Eastern Region”

खुली ई-निविदा सं. (Open e - Tender No.): RailTel/Tender/OT/ER/HQ/2024-25/1534-1535, Dt. 14.06.2024

खोलने की तिथि (Date of opening): 05.07.2024

निविदा दस्तावेज की लागत (Cost of Tender Document): Refer Tender Notice

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(This tender document consists of 86 pages)



रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

RailTel Corporation of India Ltd.,

(A Govt. India Undertaking) Eastern Region.

19th Floor, Aurora Waterfront Building, Plot No. 34/1,
Block GN, Sector-V, Salt Lake City, Kolkata – 700 091
Tel. No.: 033-44041499

ई-निविदा संख्या (e-Tender No.) RailTel/Tender/OT/ER/HQ/2024-25/1534-1535, Dt. 14.06.2024

Website: e-Tendering portal <https://railtel.enivida.com>

RailTel Website: <https://www.railtel.in>

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड (रेलटेल), पूर्वी क्षेत्र "रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, पूर्वी क्षेत्र के लिए असम, त्रिपुरा और पश्चिम बंगाल राज्यों में गोल (इंडिया) लिमिटेड के विभिन्न कार्यालयों की लास्ट माइल कनेक्टिविटी के लिए डार्क फाइबर लिंक को किराए पर लेना" के लिए सिद्ध अनुभव वाले स्थापित ठेकेदारों से दो पैकेट सिंगल स्टेज सिस्टम में खुली ई-बोली आमंत्रित करता है।

RailTel Corporation of India Ltd. (RailTel), Eastern Region invites Open e- Bids in two packet single stage system from established contractors with proven experience for "Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in (a) Assam, Tripura and (b) West Bengal States for RailTel Corporation of India Ltd., Eastern Region".

विवरण इस प्रकार हैं:

The details are as under:

a)	ई-निविदा प्रकाशन की तिथि Date of publishing of e- Tender	14.06.2024
b)	निविदा डाउनलोड करने की प्रारंभ तिथि Start Date for downloading the Tender	14.06.2024 at 17:00 hrs.
c)	दस्तावेज़ डाउनलोड की अंतिम तिथि/समय Document download end date/time	05.07.2024 at 14:00 hrs.
d)	ई-बोली जमा करने की आरंभ तिथि e-bid submission start date	14.06.2024
e)	ई-बोली जमा करने की अंतिम तिथि Closing date for Submission of e-Bids	05.07.2024 up to 14:00 hrs. (Online)
f)	ई-बोलियां खोलने की तिथि Date of opening of e-Bids	05.07.2024 at 14:30 hrs. (Online)
g)	प्रस्तावों की वैधता Validity of offer	60 days from date of opening of tender
h)	लिंकों को चालू करने की समयावधि Time period for Commsiioning of the links	30 days from the date of issue of LoA/PO
l)	किराये पर लेने की अवधि Period of hiring	3 years from the date issue of LoA/PO
j)	TReDS सुविधा उपलब्ध है? TReDS feature available?	Yes, on m1xchange portal (url: https://www.m1xchange.com)

Area	Tender No.	Approx. length of hiring of dark fibre	Cost of Tender Document (Incl. GST) (Rs.)	Earnest Money Deposit (Rs.)	Estimated hiring charges for 3 years* (Incl. GST) (Rs.)
Zone - 1 States of Assam & Tripura States	RailTel/Tender/OT/ER/HQ/2024-25/1534, Dt. 14.06.2024	124 Km.	1,770.00	1,70,400.00	85,17,963.00
Zone – 2 West Bengal State	RailTel/Tender/OT/ER/HQ/2024-25/1535, Dt. 14.06.2024	23.25 Km.	590.00	27,500.00	13,72,994.00

प्रत्येक जोन को अलग निविदा के रूप में माना जाएगा और अलग से मूल्यांकन किया जाएगा।
Each Zone will be treated as separate tender and evaluated separately.

UDYAM पंजीकृत फर्म के लिए: लघु उद्योग इकाइयों / सूक्ष्म और लघु उद्यमों के लिए, MSME मंत्रालय के तहत UDYAM के साथ पंजीकृत MSME और इस निविदा में भाग लेने के लिए, निम्नलिखित छूट उपलब्ध होगी

- (i) उन्हें निविदा दस्तावेज की लागत जमा करने से छूट दी जाएगी (यदि लागू हो)।
- (ii) उन्हें बयाना राशि जमा करने से भी छूट दी जाएगी।

ये छूट तभी लागू होंगी जब निविदाकर्ता उद्यम के साथ पंजीकृत हो।

विवरण के लिए खंड 3.14.4 भाग-3 देखें।

For UDYAM registered firm: For Small Scale Units / Micro & Small Enterprises, registered with UDYAM under Ministry of MSME and participating in this tender, following exemptions shall be available:

- (i) They shall be exempted from submission of cost of tender documents (if applicable).
- (ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided Tenderer registered with UDYAM.

For details refer Clause 3.14.4 of Part-3 of the Tender document.

नोट: निविदा सूचना और निविदा दस्तावेज रेलटेल की वेबसाइट पर उपलब्ध हैं और इन्हें <https://www.railtel.in> या ई-टेंडरिंग पोर्टल <https://railtel.enivida.com> से डाउनलोड किया जा सकता है। ऑनलाइन बोली जमा करने के लिए, निविदाकर्ता को <https://railtel.enivida.com> पोर्टल से आवश्यक रूप से निविदा दस्तावेज की एक आधिकारिक ऑनलाइन प्रति डाउनलोड करनी होगी। इस निविदा के लिए भविष्य की सभी जानकारी अर्थात् शुद्धिपत्र / परिशिष्ट / संशोधन आदि केवल इस ई-टेंडरिंग पोर्टल पर पोस्ट किए जाएंगे। निविदा दस्तावेज की मुद्रित प्रतियां रेलटेल कार्यालय से नहीं बेची जाएंगी।

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the e-Tendering portal

<https://railtel.enivida.com>. For online bid submission, the tenderer will have to necessarily download an official online copy of the tender document from the portal <https://railtel.enivida.com>. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copies of the Tender document will not be sold from the RailTel office.

बोलीदाता बोली में तैयारी, प्रस्तुतीकरण/भागीदारी से संबंधित सभी लागतों को वहन करेगा। रेलटेल इन लागतों के लिए किसी भी तरह से जिम्मेदार या उत्तरदायी नहीं होगा, चाहे बोली प्रक्रिया के आचरण या परिणाम कुछ भी हों।/

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.

ई-टेंडरिंग के संबंध में निविदा दस्तावेज़ लागत (टीडीसी) केवल नेट बैंकिंग या भुगतान गेटवे के माध्यम से स्वीकार की जाएगी। ई-निविदा (ई-टेंडर पोर्टल) पर आमंत्रित निविदा के लिए सावधि जमा रसीद (एफडीआर) ईएमडी के रूप में स्वीकार नहीं की जाएगी।/

Tender Document Cost (TDC) in respect of e-tendering, will be accepted through net banking or payment gate way only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tender invited on e-Nivida (e-tender portal).

**उप महाप्रबंधक/अनुबंध
रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड
पूर्वी क्षेत्र/कोलकाता के लिए
DGM/ Contracts
for RailTel Corporation of India Ltd.
Eastern Region/ Kolkata**

Chapter – 1

e-Tendering Instructions to Bidders

INSTRUCTIONS TO THE BIDDERS

1.0 General

These are the Special Instructions to the Bidders for Tendering.

The RailTel Tenders are published on <https://www.railtel.in> and on e-Procurement Portal <https://railtel.enivida.com>

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

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

PLEASE READ CAREFULLY ALL THE CLAUSES OF THE TENDER BEFORE UPLOADING THE TENDER FORM. PLEASE SIGN ON EACH PAGE.

THE TENDERER MAY DOWNLOAD TENDER FORM FROM THE WEBSITE '<https://www.railtel.in>' OR FROM THE e-Procurement Portal <https://railtel.enivida.com>,

NOTE: For online bid submission the tenderer will have to necessarily download an official online copy of the tender documents from e-Procurement Portal <https://railtel.enivida.com> and this should be done well before the deadline for bid- submission.

2.0 Submission of the bid:

The bidder is required to submit the Technical bid and Price bid in eNivida portal before due date & time of submission of bids specified in this tender document.

Following documents shall be submitted in Technical and Price bid as given below:

“TECHNICAL BID”; -The bid shall consist of the following: -

Offer Letter complete.

Signed Copy of Tender Document/ Corrigenda

E-receipt of EMD

E-receipt of Tender fee.

Power of attorney

In case bidder happens to be Small Scale Units / Micro & Small Enterprises, MSME registered with UDYAM under Ministry of MSME MSE, the documentary evidence for the same shall be submitted.

- 2.1 Clause-wise compliance to tender conditions shall be submitted

- 2.2 Documentary proof of qualifying criteria (Clause 3.2 of Part-3 of the TenderDocument)
- 2.3 Duly filled and signed Annexure-5.3, Annexure-5.6, Annexure -5.7 and Annexure 5.8.
- 2.4 Any other document asked in the tender but not listed above.
- 2.5 Any Other information desired to be submitted by the tenderer.

3.0 Fax Quotations & Late Tenders:

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

3.1 Attendance of Representatives for Tender Opening:

Representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening.

3.2 Addenda / Corrigenda:

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

3.3 Bid submission and Opening date

- 1. The bid should be submitted along with Technical & Price bid document (all documents) in eNivida portal as per date & time given in the Bid Data Sheet (BDS).
- 2. The tenderer's bids will be opened at the time & date of opening of the tender given in the Tender Notice in presence of such Tenderers/ Representatives who choose to be present.
- 3. Bids received after due date and time shall be summarily rejected and shall not be opened.

3.4 Submission of offline documents:

Original copy of following documents is needed to be submitted by the bidder in offline mode before opening of bids:

- a. Power of Attorney.
 - b. Affidavit as per Annexure-A
 - c. Bid Security Declaration (in case of MSE) as per Annexure-5.12
- 3.5 The written queries/ clarification request may be sent to RailTel's office through e-mail to upendrakumarsingh@railtelindia.com with copy to susmita@railtelindia.com (in pdf & word or excel format) or by post latest by the date as indicated in the Bid Data sheet (BDS). Reply of relevant clarifications sought will be uploaded in eNivida portal. Clarifications sought shall be submitted in the following format:

SN	Clause no. & Chapter no.	Page no.	Sub-clause no./ Point no.	Content of the clause requires clarification	Points of clarification required	Remarks

CHAPTER-1A

E-Tendering Instructions to Bidders

1.0 **GENERAL:**

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in Chapter- 1 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 a 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://railtel.enivida.com>. Bidder Enrolment can be done using "Online Bidder Enrolment".

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

2.0 **GUIDELINES FOR REGISTRATION:**

1. Bidders are required to enroll on the e-Procurement Portal: <https://railtel.enivida.com/bidderRegistration/newRegistration> or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+ Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their account.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.) with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.

8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **eprocurement@railtelindia.com** for activation of account.

3.0 SEARCHING FOR TENDER DOCUMENTS:

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

4.0 PREPARATION OF BIDS:

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

5 SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.

4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

Note: Bidder has to submit original copy of affidavit, Power of Attorney and Bid Security Declaration to RailTel/ER office before due date and time of bid opening. However scan copy is to be uploaded in eNivida Portal.

6. For any clarification in using eNivida Portal:

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

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering. Phone No. 011-49606060/8448288988

Mail id: - eprocurement@railtelindia.com

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 page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating his/their tender.

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) 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 as detailed below:

60 days from date of opening of tender

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 have 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 ALONG WITH 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 tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from portal <https://railtel.enivida.com>. I/we have verified the content of the document from the website and there is no addition no deletion or no alternation to be content of the tender 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, along with 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.

Chapter –3

SCHEDULE OF REQUIREMENT

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1534, Dt. 14.06.2024

Zone-1

Name of the work: Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in Assam & Tripura States for RailTel Corporation of India Ltd., Eastern Region

Srl. No.	Description of work	Approx. Distance dark fiber hiring	Hiring charges for 3 Years (Incl. GST) (Rs.)
1.	Provision of one pair of dark fibre links for Last Mile connectivity of various office of GAIL(India) Ltd. in Assam and Tripura and West Bengal States as per link details given in Annexure – 5.10(a) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	124 Km	85,17,963.00

Note:

1. The total fiber length indicated above are actual. The successful bidder shall survey the route for cable construction taking in consideration of maintenance of fibre links for 3 years and provide dark fibre links as per details given Annexure–5.10(a) in route with least distance between end points.
2. Cable length: If the actual length of the cable as per OTDR report is less than the distance / length indicated above, then actual length will be accepted and purchase order/work order issued shall be revised with actual length. If the length of the fiber on OTDR report is found to be more than the mentioned length, then the mentioned length of the cable is considered as actual length. No variation in distance will be allowed after commissioning of the link.
3. After establishing the link, successful tenderer shall submit route map with GIS co-ordinates of the nodes as well as links.
4. The estimated cost indicated above are including GST (as applicable).
5. Bidder has to quote for all the links of the tender.
6. The successful bidder has to deliver all the links given in the Tender (link details given in Annexure 5.10(a) RailTel may terminate the contract if the successful bidder fails to deliver all the links within the delivery period.
7. The rate of hiring of links beyond two years shall be reduced @5% for each additional years on the rate of previous year for the working links.
8. If any link / links is /are being surrendered / added in the vicinity of the scope of the work by the customer/ RailTel the cost will be reduced/ increased proportionately irrespective of the length.

Zone-2**Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1535, Dt. 14.06.2024**

Name of the work: Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in West Bengal State for RailTel Corporation of India Ltd., Eastern Region

Srl. No.	Description of work	Approx. Distance dark fiber hiring	Hiring charges for 3 Years (Incl. GST) (Rs.)
1.	Provision of one pair of dark fibre links for Last Mile connectivity of various office of GAIL(India) Ltd. in West Bengal State as per link details given in Annexure – 5.10(b) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	23.25 Km	13,72,994.00

Note:

1. The total distance of fiber links indicated above are actual. The successful bidder shall survey the route for cable construction taking in consideration of maintenance of fibre links for 3 years and provide dark fibre links as per details given Annexure–5.10(b) in route with least distance between end points.
2. Cable length: If the actual length of the cable as per OTDR report is less than the distance / length indicated above, then actual length will be accepted and purchase order/work order issued shall be revised with actual length. If the length of the fiber on OTDR report is found to be more than the mentioned length, then the mentioned length of the cable is considered as actual length. No variation in distance will be allowed after commissioning of the link.
3. After establishing the link, successful tenderer shall submit route map with GIS co-ordinates of the nodes as well as links.
4. The estimated cost indicated above are including GST (as applicable).
5. Bidder has to quote for all the links of the tender.
6. The successful bidder has to deliver all the links given in the Tender (link details given in Annexure 5.10(b) RailTel may terminate the contract if the successful bidder fails to deliver all the links within the delivery period.
7. The rate of hiring of links beyond two years shall be reduced @5% for each additional years on the rate of previous year for the working links.
8. If any link / links is /are being surrendered / added in the vicinity of the scope of the work by the customer/ RailTel the cost will be reduced/ increased proportionately irrespective of the length.

Chapter – 4

BID DATA SHEET

Reference	Description
Notice Inviting Tender (Page: 3-5)	<u>Name of work:</u> Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in Assam, Tripura and West Bengal States for RailTel Corporation of India Ltd., Eastern Region
Eligibility Criteria	Please Refer (Part -3, Clause- 3.2)
Tender notice	Last date of submission (online): Date: 05.07.2024, Time: 14:00 hrs. Date of opening of tender (online): Date: 05.07.2024, Time: 14:30hrs. Public Online Tender Opening Event (TOE) through e-Tendering portal of eNivida.
Venue	RailTel Corporation of India Limited, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091.
Part-1, Invitation of Bid clause 1.2 & Chapter- 2, Cause- 2.1	The successful bidder has to Commission fibre links within 30 days of award of work. <u>Validity of bids:</u> 60 days from date of opening of tender In case the purchaser requests in writing, the bidder as to extend the period of validity of their bids, they may confirm the extension of the validity of their bids in writing unconditionally. A bidder may refuse the request without forfeiture of the EMD. A bidder accepting the request and granting extension will not be permitted to modify its bid. (Tender Notice, Chapter-2) <u>Documents and Certification:</u> Each of documents/certificates in support of credentials uploaded in e-tendering portal by the tenderer shall be digitally signed by the tenderer or authorized representative of the tendering firm. 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 (Chapter -2). 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.
Performance Guarantee (Part--3, Clause- 3.27)	Successful tenderer shall submit a Performance Bank Guarantee (PBG) validfor 39(36+3) months, within 30 days from the date of issue of Purchase Order/letter of acceptance. The amount of PBG will be 5% of the total 3 years hiring charges including GST. The PBG shall be submitted as per terms and conditions given in clause no.3.27, Format of Performance Bank Guarantee is enclosed in Annexure-5.5.
Duration of contract	Please refer (Part --3, Clause- 3.4)
Queries/ Clarifications (Chapter-1, Clause 3.7)	Clarification Requests: Last date of Submission of Queries/ Clarifications: 21.06.2024

Part-1**Invitation of Bid****1.1 Scope of work:**

The scope of work includes the following:

- a. Provide one pair of Optical Fibre (dark fibre) links in the States of Assam, Tripura and West Bengal State as per the details enclosed in Annexure-5.10(a/b) and maintain the links as per the committed uptime indicated in the document.
- b. If the GAIL 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 of the route with least distance between end points. RailTel will not pay any link shifting charges.
- c. RailTel may place order for additional links up to 125% of the order links if required, with the same rate terms and conditions to the Service Provider. The variation of quantity from 25% to 40% will be with 2% rebate, the variation of quantity from above 40% to 50% will be 4% rebate and beyond 50% after negotiation by a committee at the same rate, terms and conditions to the Service Provider. If any link is not required by GAIL, 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 fulfil the qualifying criteria indicated in clause 3.2 of this document and desirous of taking up above service for RailTel are invited to submit their technical and commercial proposal in response to this tender. 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.

The successful bidder has to:

- (a) Commission fibre links within 30 days of award of work in all the /Tenders awarded.**
- (b) They have to provide fibre maintenance teams for during the entire contract period. For efficient round the clock maintenance support, the maintenance team shall reside in within the jurisdiction in which for which work is awarded.**

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 provision of technical assistance, auditing and other obligation of the Supplier covered under this Tender.

- f) "ITB" – means Instructions to the Bidder.
- g) "Link" – means the optical fibre (dark fibre) connecting 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 Part- 4.
- k) Compliance to Government regulations would mean compliance to all Central Government, State Government, Union Territory Municipal Body, Panchayat etc. regulations.

Address for Communication, & submission of bid	RailTel Corporation of India Ltd., 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091.
Contact Numbers	Phone: 033-44041499
All correspondence relating to this tender should be sent to the following e-mail ids	upendrakumarsingh@railtelindia.com pooransingh@railtelindia.com

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.

PART 3
PREAMBLE

Table of Clauses

Clause No.	Topic
3.1	Broad Scope of Work
3.2	Eligibility Criteria
3.3	Offers by a third party
3.4	Duration of Contract
3.5	Cost of Bidding
3.6	Documents constituting the Tender
3.7	Clarifications / Amendments
3.8	Language of Bid
3.9	Documents comprising the Bid
3.10	Bid Price
3.11	Delivery schedule and penalty for delayed deliveries
3.12	Documentary evidence establishing bidders eligibility and qualifications
3.13	Documentary evidence establishing eligibility products and conformity to bidding documents
3.14	Earnest Money Deposit
3.15	Period of Validity of bid
3.16	Variation in Quantity
3.17	Format of Bid
3.18	Last date and time for submission of bids
3.19	Modification and Withdrawal of Bids
3.20	Opening of bids by RailTel
3.21	Preliminary Evaluation
3.22	Evaluation of Bids
3.23	Contacting RailTel
3.24	Award Criteria
3.25	RailTel's right to accept Any Bid and to reject any or All Bids
3.26	Notification of award
3.27	Contract Performance Bank Guarantee
3.28	Signing of Contract
3.29	Miscellaneous

3.1 **Broad Scope of work:**

- 3.1.1 The scope of the work is to provide one pair of dark fibre links for Last Mile Connectivity of GAIL(India) Limited offices in the States of Assam, Tripura and West Bengal as per the link details furnished in Annexure-5.10(a/b) and maintain the links as per the committed uptime indicated in the document.

S No.	Tender No.	Name of the work	Approx. Distance of fiber hiring	Period of hiring
1	RailTel/Tender/OT/ER/HQ/2024-25/1534, Dt. 14.06.2024	Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in Assam and Tripura States for RailTel Corporation of India Ltd., Eastern Region	124 Km.	3 years from the date of issue of LoA
2	RailTel/Tender/OT/ER/HQ/2024-25/1535, Dt. 14.06.2024	Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in West Bengal State for RailTel Corporation of India Ltd., Eastern Region	23.25 Km.	3 years from the date of issue of LoA

- 3.1.2 The scope of the work includes laying of OFC cable on Overhead /Underground laying method from GAIL connectivity point to nearest RailTel PoP/point of connectivity splicing of cable, termination including testing of cable from both ends. One pair of Single Mode dark fibre will be hired by RailTel in each link. The Maximum attenuation of the fibre hired measured at 1550 nm. Wavelength, shall not be more than 0.3 dB/Km.
- 3.1.3 One pair of Fibre shall be terminated on A End to B End (indicated in Annexure - 5.10(a/b) with proper quality of termination box and the required type of pigtail. If required by RailTel, the end points may be changed as per the requirement during the execution of work.
- 3.1.4 Maintenance of cable: The vendor shall endeavor to comprehensive maintenance of dark fibre on the links provided by the vendor for 99.5% up time on monthly basis, with the exemption of Force Majeure, planned outages, period of link is switched off.
- 3.1.5 The link requirement is indicated in Annexure – 5.10(a/b). The successful bidder shall survey the route for cable construction, taking in consideration of maintenance of fibre links for 3 years and provide dark fibre links as per details given Annexure –5.10(a/b) in route with least distance between end points. The cost of survey shall include in the rate quoted.
- 3.1.6 Deleted
- 3.1.7 The maximum allowed OFC cable loop (reserve for maintenance) is 5% of the route length.
- 3.1.8 After establishing the link, tenderer shall submit route map with GIS co-ordinates duly signed by the RailTel work-in-charge before submission of 1st invoice.
- 3.1.9 Deleted
- 3.1.10 Service: Bidder shall provide A-end to B- end connectivity through on 24 x 7 x 365 basis.
- 3.1.11 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.

- 3.1.12 Help Desk: The contractor shall communicate the customer interaction/ Helpdesk Customer Care/ E-mail/ FAX on 24x7 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.
- 3.1.13 The vendor shall communicate a fault reporting escalation matrix to ensure timely restoration of links if any fault occurs.
- 3.1.14 Vendor shall ensure the committed up-time of 99.5% of the link on monthly basis with the exemptions of Force Majeure, planned outages, period of link is switched off, Power failure.
- 3.1.15 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 fibre links.
- 3.1.16 The OFC links created shall be dedicated for the service 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.
- 3.1.17 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 offices of GAIL (India) Ltd.. Laying of cables up to the device and maintenance of the dark fibre links with the required availability shall be the responsibility of the bidder.
- 3.1.18 All clearances, wherever required, in respect of the laying/drawl of OFC cable through underground or overhead using existing poles, structures, erection of new poles by the vendor at their own expenses from any government/local statutory bodies etc. like panchayat municipality, are the responsibility of the bidder.
- 3.1.19 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.
- 3.1.20 The Purchase Orders/Work Order (POs) for each link (as per Annexure 5.10 shall be issued by the RailTel Corporation of India Ltd., Eastern Region and the payments shall also be made by the PO issuing authority.
- 3.1.21 The successful bidder has to commission the fibre links within 30 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 LOA/POs, ASAP. However, for the purpose of delayed commissioning penalty, the penalty clause will also be operative per purchase order.
- 3.1.22 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:
- 3.1.23 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 ten days before the expiry of the date fixed for completion of the works.
- 3.1.24 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.

- 3.1.25 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.
- 3.1.26 **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 4A.14, penalty shall be applicable in terms of clause 4A.12.
- 3.1.27 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, route map with GIS co-ordinates shall be signed jointly by the representatives of the bidder and RailTel official after the bidder intimates that a link is ready.
- Tests and results depicting that the link complies with Network Performance parameters specified at Annexure-5.4 “SLA Terms & Conditions”
- 3.1.28 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”.
- 3.1.29 The date of successful commissioning of the last link will be the start date for calculation of rentals etc.
- 3.1.30 The connectivity cost of the fibre links (including OFC cable, Termination box, pigtail/ patch cord clamping and fixing material for cable) shall be on (consolidated) quarterly rental basis.
- 3.1.31 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.
- 3.1.32 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 maintenance team to concerned area. During the site visit, if the maintenance team 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.
- 3.1.33 Bidder shall maintain the connectivity at each location on 24*7 basis and shall rectify the defect by pro-active monitoring of the 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.
- 3.1.34 The Bidder shall provide link-wise uptime on monthly basis in the form of a report.

- 3.1.35 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.
- 3.1.36 Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.
- 3.1.37 Bidder shall ensure sufficient storage spare OFC cable retrenching tools 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. The selected bidder will have to make their own arrangements for storing the spares and cable for maintenance.
- 3.1.38 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 service rollout front.

Ensure committed delivery on the network uptime front.

Ensure that the 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

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.

- 3.1.39 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.
- 3.1.40 Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.
- 3.1.41 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.
- 3.1.42 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 service provider 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.
- 3.1.43 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.

- 3.1.44 RailTel shall only pay the quarterly rentals for hired dark fibre links, 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.
- 3.1.45 If the Customer site/ location is shifted and connectivity required at new location, vendor has to shift the link at new location from any nearest PoP. RailTel will not provide any shifting charges where shifting is requested. If shifting to the new site is not possible due to non-feasibility or due to any reason, the link will be surrendered. If fiber length is increased/decreased due to shifting of location, no compensation will be given by RailTel.
- 3.1.46 Notwithstanding anything mentioned above, the RailTel reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.1.47 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 meet:

The successful bidder has to:-

(a) Commission fibre links within 30 days of award of work in all the links ofTender awarded.

(b) They have to provide fibre maintenance teams with maintenance tools to the team during the entire contract period.

Fulfillment of eligibility criteria as mentioned in the tender document is a pre-requisite for consideration of the offer of the tenderer.

3.2.1

Sl. No.	Qualifying Criteria	Documentary proof required (to be uploaded)
1.	The bidder shall have valid registration from DoT for leasing out dark fibre to the licensees of telecom services	Valid IP-I registration certificate/ document shall be uploaded.
2.	The firm should not have been black listed by Central Government or any State Government, or PSU in India at the time of submission of bid.	Declaration letter by bidder as per form given in Annexure-5.7

3.	Bidder should have GST Registration	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Returns.
4.	<p>Bidder should have leaseout following minimum distance of dark fibre for a period of 12 months during the three preceding Financial Years i.e., F.Y. 2021-22, F.Y. 2022-23, 2023-24 and the current financial year up to the last date of submission of bids:</p> <p>a). e-Tender No.: RailTel/Tender/OT/ER/HQ/2024-25/1534, Dt. 14.06.2024: <u>Zone-1:</u></p> <p>(i) Single order of at least 43.4 Km. (35%) (ii) Two orders of at least 24.8 Km. (20%) (iii) Three orders of at least 18.6 Km. (15%)</p> <p>b). e-Tender No.: RailTel/Tender/OT/ER/HQ/2024-25/1535, Dt. 14.06.2024: <u>Zone-2:</u></p> <p>(i) Single order of at least 8.14 Km. (35%) (ii) Two orders of at least 4.65 Km. (20%) (iii) Three orders of at least 3.49 Km. (15%)</p>	Copy of PO/Contract Agreement with satisfactory user's certificate/ completion of the work from the client / other documentary proof for execution of work and maintaining minimum required length of OFC cable for a minimum period of 12 months.

Note-1: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity. To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Note-2: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

5	Financial:	
a.	<p>(a) Other than Startups: The bidder should have minimum cumulative turnover from operation in the previous three financial years (FY: 2021-22, FY: 2022-23 and FY: 2023-24) and the current financial year, at least 150% of the advertised value of the tender. The</p>	Audited Balance Sheet for F.Y. 2021-22, F.Y. 2022-23 and for F.Y. 2023-24, and current year, Audited/ Provisional Balance sheet/ receipts certified by CA should be submitted.

	<p>tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate. Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p>	
<p>b.</p>	<p>For Startups: The bidder should have minimum cumulative turnover from operation in the previous three financial years (FY 2021-22, FY 2022-23 and FY 2023-24) and the current financial year, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate. Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p>	<p>Audited Balance Sheet for F.Y. 2021-22, F.Y. 2022-23 and for F.Y. 2023-24, and current year, Audited/ Provisional Balance sheet/ receipts certified by CA should be submitted.</p>

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.

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 3 years from the date of issue of LoA/ Purchase Order. If RailTel desires, the period of contract may be extended for further period. The rate applicable for the 3rd year and the extended period shall be with 5% discount on the applicable rate of the previous year. However, if the bidder does not perform as per satisfaction of RailTel reserves the right to terminate the contract as per clause no. 4B.29 of the tender by forfeiting the security money/Performance Guarantee, after serving 3

months' notice. If the bidder desires to quit from the services, the contract can be terminated by forfeiting the security money/ Performance Guarantee, after serving 3 months' notice and the bidder will be barred to participate in similar work at RailTel/Eastern Region for a period of 12 months.

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, 1A – 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) Chapter 5 – Instructions to Tenderers and Conditions of Contract (GCC)
- (f) PART 1 – Invitation of Bid
- (g) PART 2 – Disclaimer
- (h) PART 3 – Preamble
- (i) PART 4A, 4B – Special Conditions of Contract
- (j) PART 5 – Requirement Specifications, Bid Forms and other formats
- (k) PART 6 – Price Bid
- (l) PART 7 --Checklist

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 it to RailTel in writing to the given email-ids on or before the 10 days from the 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, may be uploaded in e-tender portal/RailTel Website.

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 eNivida 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 e-Nivida e-tender portal and RailTel website 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 consists of the following:

- a) A full details of offered fibre link diagrams (showing all the links being offered)
- b) Documents to fulfil Qualifying Criteria (Annexure-5.1)
- c) Technical specifications (Annexure-5.2)
- d) Copy of Offer Letter/Bid Form (Annexure-5.3)
- e) Acceptance of 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 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.

3.9.5 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 "Including GST"

3.10 **Bid Price (Refer Part-6)**

3.10.1 **Accepted Rate shall be applicable for 2 years contract period. For the 3rd year and for further extended period if any, rate applicable shall be with 5% discount on the accepted rate for each additional year on the rate of previous year.**

For example, if the accepted rate of hiring of one pair of dark fibre for a link is Rs. 1,000/- per /annum, then the rate applicable for 1st 2 years shall be @ Rs.1,000/- per annum, the rate applicable for the 3rd shall be Rs. 950/-, (5% discount on Rs.1,000), if the contract is extended futher one year, then the rate applicable shall be Rs. 902.50 and so on.

Under this Tender, the successful tenderer shall provide Single Mode optical fibre (G 652D) one pair of dark fibre, with Transmission windows of 1310 nm. & 1550 nm.

RailTel will pay for the connectivity (rental/hiring) charges for the fibre links as per accepted rate.

3.10.2 The price quoted shall be inclusive of all levies, license fees etc. any incidental expenses GST as applicable. 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 for 2 years 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 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 the OFC link is not 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 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 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 4A.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 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 Bidder should ensure that the support services are responsive and the Bidder will assume total responsibility for the fault-free operation of the fiber links proposed and maintenance during the contract period and provide necessary maintenance services.

3.13 **Documentary Evidence Establishing Eligibility products 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 as a single responsibility basis for hardware and services it proposes to provide.

3.14 **Earnest Money Deposit:**

- 3.14.1 The EMD is required to protect the RailTel against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- 3.14.2 The EMD of the unsuccessful Bidders shall be returned as soon as possible, on completion of tender process.
- 3.14.3 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 anytime 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 Guarantee
and/or
- (c) to adhere to the delivery schedule stipulated

3.14.4 **For UDYAM registered firm** For Small Scale Units / Micro & Small Enterprises, with UDYAM under Ministry of MSME and participating in this tender, following exemptions shall be available:

- (i) They shall be exempted from submission of cost of tender documents (if applicable).
- (ii) They shall also be exempted from depositing Earnest money.

These exemptions shall be applicable provided Tenderer registered with UDYAM.

Firms claiming these exemptions are required to submit along with their offer, a copy of their current and valid UDYAM registration certificate, otherwise their offer would not be considered, will be treated as invalid and summarily rejected.

- (iii) As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119 (E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.
- (iv) However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. Further, as mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only. Accordingly, in Udyam site if it is mentioned as "TRADING" "[For availing benefits of Priority Sector Lending]" Then, the tenderer submitted Udyam certificate showing above in Udyam site will not be considered for exemption of cost of tender and EMD and their tender will be summarily rejected.
- (v) **Purchase preference to MSEs:**
Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded.

1. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility.
2. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
3. MSE vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
4. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

3.15 Period of Validity of Bids

The terms of the Tender shall remain valid for period specified in Tender Notice,

3.16 Variation in Quantity:

RailTel has the right to place more orders for quantity variation on the successful bidder at in respect of any additional links till the continuity of the contract as follows:

Upto maximum extent of +/- 50% subject to following condition

Upto +25% with no rebate.

From +25% to +40% with 2% rebate

From +40% to +50% with 4% rebate

For variation beyond +50% of the quantity mentioned in the SOR may be done after proper negotiation with the selected bidder.

A Bid valid for a shorter period may be rejected by RailTel as non- responsive.

3.17 Format of Bid

Each bid shall be in two parts: -

3.17.1 Techno-Commercial (as per clause 3.9 above)

3.17.2 Price Bid (as per clause 3.10 above)

3.17.3 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.

3.17.4 The Techno-commercial 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.

3.17.5 The envelope with offline mode documents shall bear the name of the work: "Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in Assam, Tripura and West

Bengal States for RailTel Corporation of India Ltd., Eastern Region”, and Tender No. for which document submitting.

- 3.17.6 The envelope in which offline mode documents submitted should indicate the name and address of the Bidder on the cover.
- 3.17.7 If the envelope is not sealed and marked, then RailTel will assume no responsibility for the bid's misplacement or its premature opening.

3.18 Last Date & Time of Submission of Bids:

- 3.18.1 e-Bids must be uploaded by the bidder at the e-tendering portal before last date and time of submission specified in the Notice Inviting Tender.
- 3.18.2 In the event of the specified date for opening of bids being declared a holiday for RailTel, the bids will be opened 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 Modification and withdrawal of Bids:

- 3.19.1 The Bidder may modify or withdraw its Bid after the Bid submission shall be done through eNivida portal before last date and time of bid submission through eNivida portal.
- 3.19.2 No Bid may be modified after the Last date and time for submission of Bids.
- 3.19.3 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.

3.20 Opening of Bids by RailTel:

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

3.21 Preliminary Evaluation:

- 3.21.1 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.
- 3.21.2 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.
- 3.21.3 RailTel's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.21.4 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.

3.22 Evaluation of Bids:

- 3.22.1 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.

- 3.22.2 L1 bidder will be identified based on technical qualification and Price Bid.
- 3.22.3 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.
- 3.22.4 The contract may be awarded to as under the L1 bidder.
- 3.22.5 The time provide to the selected bidder for provide links, as stipulated at clause 3.11.2, is inclusive of all tasks to be performed by the bidders for delivery of the links ordered.
- 3.22.6 If the vendor fails to adhere time period given for delivery of links, RailTel, at its sole discretion, besides levying the stipulated penalty(ies), may cancel the order.
- 3.22.7 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.

3.23 Contacting RailTel

- 3.23.1 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.
- 3.23.2 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.

3.24 Award Criteria

- 3.24.1 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 3.21.
- 3.24.2 The successful bidders shall provide connectivity for 100% of the ordered OFC connectivity of the ordered links.

3.25 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.

3.26 Notification of Award

The notification of award/ issue of Letter of Acceptance/Purchase Order 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/Purchase Order within 7 days of receipt of the communication.

3.27 CONTRACT PERFORMANCE BANK GUARANTEE:

The successful tenderer shall submit 5% of total value of the Service including GST detailed in the Purchase Order/ Letter of Acceptance towards Performance Guarantee in the form of online transfer or irrevocable Bank Guarantee from any scheduled commercial bank (either private or PSU) but not from any cooperative bank or NBFC, within 30 days of issue of the Purchase Order/Letter of Acceptance, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of PO/LOA, till the date PBG is received.

- 1) The PBG shall be initially valid up to stipulated completion of all contractual obligations including warranty obligations (if applicable) plus 90 days along with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period (if applicable) under the contract.

Note:

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.

Detail for online SFMS confirmation using the platform is as below:

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

To mandatorily send the Cover message at the time of BG issuance.

IFSC Code of ICICI Bank to be used (ICIC0000007).

Mention the unique reference (RAILTEL6103) in field 7037

- 2) Any performance security up to a value of Rs. 5 Lakhs is to be submitted through online transfer only.
- 3) No Interest on Earnest Money and Performance Security:
No interest shall be paid on the amount of earnest money and Performance Security held by RailTel, at any stage.
- 4) The Performance Bank Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA)/Purchase Order has been issued, but before signing of the contract agreement. In case, the time for completion of work gets extended, the contractor shall get the validity of PBG. extended to cover such time for completion of work plus 90 days with a claim period of 12 months (time period between expiry date and claim date) on top of guarantee period.
- 5) The value of PBG 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.
- 6) The Performance Bank Guarantee (PBG) shall be released on completion of Contract including warranty period obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.
- 7) Wherever the contracts are rescinded, the Performance Bank Guarantee shall be en-cashed and the balance work should be got done separately.

3.28 Signing of Contract:

- 3.28.1 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.
- 3.28.2 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.
- 3.28.3 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.

3.29 Miscellaneous:

- 3.29.1 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.
- 3.29.2 All pages of this Tender Document must be stamped and initialed by the authorized signatory/ Digitally signed of the bidder confirming acceptance to all terms and conditions of this Tender and should be submitted as part of techno-commercial bid.
- 3.29.3 The Bidder shall complete part of the bids for Tender intend to participate upload Document required. Bids are liable to be rejected if partial submission of bid.

PART 4A**SPECIAL TERMS AND CONDITIONS Pt.-I****Table of Clauses**

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PART - 4A

SPECIAL CONDITIONS OF CONTRACT Pt.-I

4A.1 Definitions:

Please refer clause 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.

4A.2 Use of Contract Documents and Information

4A.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.

4A.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.

4A.3 Country of Origin / Eligibility of Goods and Services

4A.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.

4A.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.

4A.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.

4A.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.

4A.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.

4A.5 Inspection and Quality Control Tests:

4A.5.1 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 OFC cable, approval shall be obtained before laying of cable.

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

4A.5.2 Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

4A.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.

4A.7 **Payment terms :**

A: For fibre hiring charges:

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 on completion of each quarter.

First Payment: Shall be made on completion of 1st quarter and upon submission of:

- (a) Tax Invoice for the period of service;
- (b) "Link Commissioning Certificate" (Format as per Annexure-5.9) for all the links of the Tender.

Note: Billing start period as per clause 3.1.29. If any link/links could not be established due to reason beyond the control of the contractor, then payment shall be made after approval of competent authority. The contractor shall apply to RailTel authority the reason for unable to provide the concerned link/links.

- (c) Submission GIS map in hard copy of cable route along with softcopy in KML file.

Subsequent Payments: After completion of each quarter and upon submission of invoice and SLA, duly certified by work in charge of RailTel report for the period of service. The delayed commissioning etc. penalties would be deducted by RailTel at the stage it deems appropriate.

Note: Payment will only be released once GST1 & GST 3B of that particular bill is filed.

4A.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. (incl. GST). In other words, GST is payable as per applicable rates of the land.

4A.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.

4A.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.

4A.11 **Delays in the Vendor's Performance:**

- 4A.11.1 Delivery, installation, commissioning of the dark fibre links and performance of Services shall be made by the Vendor within the timeline prescribed.
- 4A.11.2 If at any time during performance of the Contract, the Vendor 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, 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.
- 4A.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.

4A.12 **Liquidated Damages:**

- 4A.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 service(link), 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.
- 4A.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.

4A.13 **Termination of contract:**

Refer clause No. 29 Part -4B

4A.14 **Force Majeure:**

- 4A.14.1 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.
- 4A.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/ lockdown restrictions, Pandemics/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.
- 4A.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.

- 4A.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.
- 4A.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.
- 4A.17 **Resolution of Disputes**
- 4A.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.
- 4A.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:
- 4A.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.
- 4A.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.
- 4A.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.
- 4A.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.
- 4A.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
- 4A.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 "Notice Inviting Tender (Page-3)

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.

4A.20 **Taxes and Duties:**

4A.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.

4A.20.2 Income Taxes in India: The Vendor shall be liable to TDS (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.

4A.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.

4A.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.

4A.21 **Vendor's obligations:**

4A.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.

4A.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.

4A.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.

4A.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.

4A.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.

4A.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.

4A.22 **Updation of Labour data:**

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

PART-4B

SPECIAL CONDITIONS OF CONTRACT Pt.-II

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PART - 4B

SPECIAL CONDITIONS OF CONTRACT Pt.-II

4B.1 TENDER DOCUMENTS

4B.1.1 The services and quality required, bidding procedure and contract terms and conditions are prescribed in the tender documents. The set of tender documents issued for the purpose of bidding includes following together with Corrigendum and Addendum, if any.

1. Tender Notice & Checklist
2. e-Tendering Instructions to Bidders & Additional Instructions to Bidders
3. Schedule of Requirements
4. Bid Data Sheet & Invitation for Bid
5. Disclaimer
6. Preamble
7. Special Conditions of Contract
8. Requirement, Specification, Bid forms & other Formats
9. Price Bid
10. Instructions to Tenderers and General Conditions of Contract

4B.1.2 If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer the various works/Contracts coming under the purview of the contract shall be governed by tender documents.

4B.1.3 Any special conditions stated by the Tenderer in the covering letter submitted along with the tender shall be deemed to be a part of the Contract to such extent only as have been explicitly accepted by the RailTel.

4B.2 AGREEMENT

The successful Tenderer shall, within 15 days after having been called upon by notice to do so, be bound to execute an agreement based on accepted rates, terms and conditions, in such form as the RailTel may prescribe, and lodge the same with the RailTel together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed. The form for agreement is referred as Annexure-5.11.

4B.3 CONTRACT PERFORMANCE GUARANTEE (SECURITY DEPOSIT)

4B.3.1 On receipt of the Letter of Acceptance of Tender from the RailTel, the successful Tenderer shall deposit an amount to RailTel as defined as per relevant para of preamble rounded off the nearest whole number towards payment of Security Deposit for due fulfillment of the contract.

4B.3.2 Details as to how Performance Guarantee will be deposited and released are given in the preamble.

4B.4 CONTRACTOR'S OFFICE

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post and will be dealt as per relevant para of preamble.

4B.5 PROGRAMME OF WORK

4B.5.1 The Contractor shall have necessary resources to execute the work/contract so that the entire work is commissioned within 30 days period as mentioned in the relevant para of preamble from the date of issue of Letter of Acceptance of the tender and provide service to RailTel for a period of 3 years.

4B.5.2 Contractor has to commence work within 15 days from the date of issue of Letter of acceptance.

4B.5.3 The Contractor shall be held responsible for the execution of the work/contracts according to the various clauses of the Technical specifications, instructions/ drawings etc. as per tender conditions. Failure to comply with any of these will be dealt with as per provision laid down in Conditions of Tendering.

4B.5.4 The contractor will program his work/contract in such a manner so as not to interfere in the working telecom circuits.

4B.6 COMPETENT SUPERVISORS

The CONTRACTOR shall depute experienced / competent representative(s) at site during the execution of any job. Any instructions given to such representative(s) shall be construed as having been given to the CONTRACTOR

4B.7 TEST & MEASURING INSTRUMENTS AND SPECIAL TOOLS ETC.

The CONTRACTOR shall be totally responsible for the calibration & functionality of test equipment to be used at site as per laid down procedure in tender document.

4B.8 STORES TO BE SUPPLIED BY CONTRACTOR

All materials required for the execution of the contract shall be arranged and supplied by the Contractor so as to realize the end objective.

4B.9 SPARES

The tenderer shall keep spare man, machine and material to achieve the end objective of work. This will be on the own cost of contractor.

4B.10 QUALITY ASSURANCE

Quality of service to be performed should be to entire satisfaction of RailTel, in case the services are not found up to the mark or failure to execute the work as per terms & conditions of the contract, RailTel will get the work done from other sources at contractor's cost.

4B.11 INSPECTION OF MAN, MACHINE & MATERIALS

The Principal Executive Director or his representative may inspect and test the various portions of the work / contract at all stages and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of materials, machine & workmanship or design in comparison to what is called for in the specification.

4B.12 SUBLETTING AND ASSIGNMENT

The contractor shall not sub-contract whole or any part of the work.

4B.13 EXECUTION OF WORK

All the works/Contract shall be executed in strict conformity to the provisions of the contract

document and with such explanatory detailed drawings, specifications and instructions as may be approved from time to time based on detailed design and engineering carried out by contractor in line with requirements as per contract document. The contractor shall be responsible for ensuring that the work throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and as per sound industrial practices and to the entries' at satisfaction of the RailTel.

4B.14 MAINTENANCE OF WORKS /CONTRACTS

The maintenance of section is to be done as per the laid down terms and conditions in the contract agreement to achieve the end objective of the contract

4B.15 CLEARANCE OF SITE

At the end of the work at each location the Contractor shall as a part of his Contractual obligation, leave the section completely neat and clean.

4B.16 WARRANTY SUPPORT

Not used

4B.17 INFRINGEMENT OF PATENTS:

- (a) The Contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without prior consent in writing of the owner of such patents, drawings, patterns or trademarks except where these are specified by the Principal Executive Director himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the Contractor. The Contractor shall advise the Principal Executive Director or its representatives of any proprietary rights that may exist on such processes, drawings or patterns which he may use of his own accord.
- (b) In the case of patents taken out by the Contractor of the drawings or patterns registered by him or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the Executive Director or its representatives the right to repair by himself for services covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him for carrying out the repair work. In the event of infringement of any patent rights due to above action of the Principal Executive Director, he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g.in the case of attachment because of counterfeiting.

4B.18 LABOUR LICENSE and COMPLIANCE WITH LABOUR, INDUSTRIAL & ENVIRONMENTAL LAWS

4B.18.1 The Contractors are required to produce license as enjoined in the Government of India Contract Labour(Regulation and Abolition) Act (1978) with latest amendments, if any. The Contractor shall at its expense, ensure due compliance with all applicable and governing Industrial, environmental and Labour Laws, Rules, Regulations and Bye-laws both of the Central and State Govt. and all other local authorities and shall keep RailTel harmless and indemnified in respect thereof. The CONTRACTOR shall ensure due compliance with the provisions of the relevant minimum Wages Act, payment of Wages, Contract Labour (Regulations & Abolition) Act, Employees Provident Fund Act and other industrial and environmental laws in force and provide any related information to RailTel as and when required.

4B.19 DEFAULTS AND DELAYS

The Contractor shall execute the work with due diligence and expedition, keeping to the proper maintenance. Should he refuse or neglect to comply with any reasonable orders given to him in writing by the Rail Tel's engineer in connection with the work or contravene the provision of the Contractor the progress of work lags persistently behind the time schedule due to his neglect, the contract will be terminated as per the condition given in the SCC.

4B.20 LOSS SUSTAINED DUE TO DEFAULTS AND DELAYS

In the event of any loss or damages to RailTel and other parties on account of execution and/or completion of the work or any part thereof by the contractor, He may become defaulter and penalties shall be borne by Contractor itself as per various clauses defined in the tender document.

4B.21 CONTRACTOR'S LIABILITIES FOR COSTS AND DAMAGES

4B.21.1 Whenever any claim or claims for payment arises out of or under the contract against the contractor, the Principal Executive Director or its representatives shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part thereof. The contractor shall be charged a penalty as defined in tender document.

4B.21.2 The Maximum Liability of contractor to any Loss/Damages to RailTel including Liquidity Damages and Performance Bond shall be limited to 100% of Value of contract.

4B.22 UNIT PRICES

4B.22.1 The prices quoted by the Tenderer shall include the prices of Man, Machine & materials including all other charges. The prices would also include charges towards completing all necessary formalities such as submission of forwarding notes, banker's charges for Bank guarantee, Indemnity Bonds inclusive of cost of Stamp etc. as applicable and also the charges, if any, levied by the RailTel.

4B.22.2 TAXES, DUTIES, OCTROI, LEVIES ETC:

The quoted prices shall be including GST till the completion of the contract and the CONTRACTOR shall not be eligible for any compensation on any account. Any change in GST rates shall be paid as per actual.

4B.22.3 The prices quoted in the contract shall be inclusive of all other taxes i.e. Income tax, custom duty, excise duty, octroi, local levies, sales tax levied by any statutory authority, GST TDS, Labour Cess, or any other tax, incl. GST. The tenderer will indicate the details of taxes included in the unit price. The rate of GST applicable on the basic rates should also be mentioned.

4B.23 TERMS OF PAYMENT

4B.23.1 All bills shall be submitted to the authority concerned in Regional Office of RailTel.

4B.23.2 Not used.

4B.23.3 Submission of bills within 15 days or by next week for previously completed three months is mandatory.

4B.23.4 Not used

4B.23.5 ON ACCOUNT PAYMENT FOR Submission of documents: Along with the bill for payments for the respective sections, the documents as defined in tender document must be submitted

duly certified by the RailTel's representative.

4B.23.6 GST related clauses:

- a. The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, incl. GST (CGST, SGST, IGST, UTGST etc.). The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges
- b. Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/ SGST/ IGST/ UTGST in case of award of contract. GST will not be reimbursed in the absence of valid tax invoice.
- c. For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- d. If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, penalty as applicable under the GST Act.
- e. In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser. The same provisions shall be applicable in case of debit/credit notes.
- f. Tenderer shall quote basic rates, but there shall be break up all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (including tax under reverse charges payable by the recipient).
- g. Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- h. In regards to works contract, the tenderer should have registration no. for GST in respective state where work is to be executed and shall furnish GST registration certificate along with Tender.
- i. The imposition of any new tax and/or increase/in the aforesaid taxes, duties levies, after the last stipulated date for the receipt of tender of tender including extensions if any and the bidder there upon necessarily and properly pays such taxes/levies/cess, the bidder shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of RailTel attributable to delay in execution of work within the control of the bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess, give a written notice thereof to RailTel that the same is given pursuant to this condition, together will all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to withhold the dues/payments of bidder and make payment to State/Central Government authorities as may be applicable. However, if the rates are reduced after the last stipulated date for receipt of tender, bidder has to pass on the benefits to RailTel.
- j. In case the successful tenderer is not liable to be registered under CGST/ IGST/UTGST/SGST act, the Railtel shall deduct the applicable GST from his/their bills under Reverse charge Mechanism(RCM)and deposit the same to the concerned Tax Authority.

4B.24 **FINAL SETTLEMENT**

Security Deposit and PBG shall be returned to the contractor as per relevant paras of preamble.

4B.25 **TAXES**

- 4B.25.1 The Contractor and all personnel employed by him shall pay such taxes like Income Tax, Labour Cess etc. as are payable under statutory laws of India and the RailTel WILL NOT ACCEPT any liability for the same.
- 4B.25.2 Deduction of Income Tax at source, Labour Cess, GST as per provisions of Finance Act and Income Tax in force shall be made from the Contractor/Sub-Contractor and the amounts of deducted may be credited to the Central Government.
- 4B.25.3 Wherever the law makes it statutory for the Executive Director or its representatives to deduct any amount towards Tax, the same will be deducted and remitted to the concerned authority.

4B.26 **INSURANCE OF MATERIALS**

The Contractor shall take out and keep in force a Policy or policies of Insurance for all machine & materials including RailTel supply materials/equipments.

- 4B.26.1 The Contractor should, however, insure the stores brought to HQ, site, against risks in consequence of war and invasion, as required under the Emergency Risk(Goods) Insurance Act in force from time to time.
- 4B.26.2 It may be noted that the beneficiary of the insurance policy should be RailTel or the policies should be pledged in favour of RailTel. The contractor shall keep the policy/policies current till the completion of the contract.
- 4B.26.3 For the purpose of enabling the contractor to take the insurance cover in connection with this contract, the Principal Executive Director or its representatives will advise the approximate price of all the RailTel supply materials to the Contractor.

4B.27 **FORCE MAJEURE CLAUSE**

If at anytime, during the continuance of this Contract, there are delays or some jobs are not performed, which are on account of any war, hostility, act of the public enemy, Civil commotion, Sabotage, Fires, Floods, Earth quakes, explosions, strikes, epidemics, lockouts, any statute, statutory rules / regulations, order of acquisitions issued by any Government Department or Competent Authority etc. Or acts of God, then such delays or non-completion of jobs will not be counted as non-performance of the contract & will also not attract attendant penalties.

4B.28 **SETTLEMENT OF DISPUTE AND ARBITRATION**

- 4B.28.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration or proceedings thereof shall be New Delhi.
- 4B.28.2 All arbitration proceedings shall be conducted in English. Recourse against any Arbitral award so rendered may be entered into court having jurisdiction or application may be made to such court for the order of enforcement as the case may be.

4B.29 **TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

- 4B.29.1 If the Contractor should:
- (i) Become bankrupt or insolvent

- (ii) If contractor, subcontract whole or any part of the work.
- (iii) Abandon the contract
- (iv) Persistently disregard the instructions of the RailTel's Engineer or contravene any provision of the contract, or
- (v) fail to provide man, machine & material and/or carry out the works as per contractual specifications,
- (vi) Is a defaulter as per relevant clause of condition of contract
- (vii) Promise offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of RailTel or any person on his or on their behalf in relation to the execution of this or any other contract with the RailTel,
- (viii) In RailTel's opinion, the cessation of work become necessary, owing to paucity of funds of the Contractor, the Contractor's apparent inability to perform, non possession of equipments and tools required for the work or defective and mal-functioning equipments, non-availability of proper/nominated instrumentation, inability to provide men and material, repeated slippages and payment of penalty thereof or for any other cause deemed reasonable.

Then and in any of these said cases, the Engineer on behalf of the RailTel may serve the Contractor with a 30 days' notice in writing to that effect terminate the contract.

4B.29.2 In such case, the value of approved materials utilized at site and of certified and accepted work done to date by the Contractor as per contract agreement shall be paid for in full at the rates specified in the Contract subject to the clause of Liquidated damages contemplated herein. All such materials become the property of the RailTel. Notice in writing from the RailTel of such termination and reason thereof shall be conclusive evidence of taking over of works from the contractor. Full security deposit will be forfeited in such case of termination.

The contractor shall be debarred from participating in the tender for executing the balance work.

4B.29.3 Contractors defaulting in any section and having their contract terminated will not be allowed to participate in RailTel's next LMC hiring tender for a period of 12 months in Eastern Region.

4B.29.4 **RIGHT OF RAILTEL AFTER TERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR:**

In the event of any or several of the courses, referred to above, being adopted:

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any Man, Machine & materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any works there to not actually performed under the contract, unless or until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer shall be entitled to take possession of any materials, tools, implements,

machinery or buildings on the works or on the property on which these are being or ought to have been executed, and to retain the employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

- (c) The RailTel shall not be liable to pay to the Contractor any moneys on account of the contract until the satisfactorily completion of work duly verified by RailTel representative. The Contractor shall have no claim to any payment of compensation or otherwise how sever on account of any profit or advantage which he might have derived from execution of the work in full but he did not derive in consequence of termination of the contract.

PART 5**REQUIREMENT SPECIFICATION, BID FORM AND OTHER FORMATS****INDEX**

Annexure No.	Topic
5.1	Eligibility Criteria
5.2	Technical Specifications
5.3	Offer Letter/Bid Form
5.4	SLA Terms and Conditions
5.5	Performance Bank Guarantee Format
5.6	Bidders Organization Profile
5.7	Declaration of Clean Track Record/ No Blacklisting
5.8	No Near- Relative Declaration and Certificates
5.9	Link Commissioning Certificate
5.10	Dark Fibre Link Details
5.11	Format of Contract Agreement
5.12	Format of Bid Security Declaration

ANNEXURE – 5.1**Eligibility Criteria**

S No.	Qualifying Criteria	Documentary proof required	Enclosed (Yes/No.)	Page No.
1.	The bidder shall have valid registration from DoT for leasing out dark fibre to the licensees of telecom services.	Valid IP-I registration certificate/ document shall be uploaded.		
2.	The firm should not have been black listed by Central Government or any 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		
3.	Bidder should have GST Registration in West Bengal State	Copy of GST Registration certificate, Copy of PANCard, Income Tax Returns		
4.	<p>Bidder should have lease out following minimum distance of dark fibre for a period of 12 months during the three preceding Financial Years i.e., F.Y. 2021-22, F.Y. 2022-23, 2023-24 and the current financial year up to the last date of submission of bids:</p> <p>a). e-Tender No.: RailTel/Tender/OT/ER/ HQ/2024-25/1534, Dt. 14.06.2024: <u>Zone-1:</u></p> <p>(i) Single order of at least 43.4 Km. (35%)</p> <p>(ii) Two orders of at least 24.8 Km. (20%)</p> <p>(iii) Three orders of at least 18.6 Km. (15%)</p> <hr/> <p>b). e-Tender No.: RailTel/Tender/OT/ER/ HQ/2024-25/1535 Dt. 14.06.2024: <u>Zone-2:</u></p> <p>(i) Single order of at least 8.14 Km. (35%)</p> <p>(ii) Two orders of at least 4.65 Km. (20%)</p> <p>(iii) Three orders of at least 3.49 Km. (15%)</p>	Copy of PO/ Contract Agreement with satisfactory user's certificate/ completion of the work from the client / other documentary proof for execution of work and maintaining minimum required length of OFC cable for a minimum period of 12 months.		

Note-1: Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria. In such cases, what constitutes a component in a composite work shall be clearly pre- defined with estimated tender cost of it, as part of the tender documents without any ambiguity. To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be executed by tenderer himself.

Note-2: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, PSU or any reputed Telecommunications company (TELCO), work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange (NSE) or Bombay Stock Exchange (BSE), incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

5. Financial:

S No.	Qualifying Criteria	Documentary proofrequired	Enclosed (Yes/No.)	PageNo.
a.	<p>Other than Startups: The bidder should have minimum cumulative turnover from operation in the previous three financial years (FY 2021-22, FY 2022-23 and FY 2023-24) and the current financial year, at least 150% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate. Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p>	Audited Balance Sheet for F.Y. 2021-22, F.Y. 2022-23 and for F.Y. 2023-24, and current year, Audited/ Provisional Balance sheet/ receipts certified by CA should be submitted.		
b.	<p>For Startups: The bidder should have minimum cumulative turnover from operation in the previous three financial years (FY 2021-22, FY 2022-23 and FY 2023-24) and the current financial year, at least 50% of the advertised value of the tender. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chartered Accountant</p>	Audited Balance Sheet for F.Y. 2021-22, F.Y. 2022-23 and for F.Y. 2023-24, and current year, Audited/ Provisional Balance sheet/ receipts certified by CA should be submitted.		

<p>duly supported by Audited Balance Sheet. The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</p> <p>Note: Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.</p>			
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Signature of Tenderer with seal

ANNEXURE – 5.2

Technical Specification of OFC

Under this Tender, optical fibre links (dark fibre) shall be provided with one pair of Single Mode Optical Fibre G652D. The OFC cable used shall have sufficient mechanical strength to withstand environmental conditions of the area for a period not less than 3 years. OFC cable termination box, Patchcord /pigtail used shall be of reputed make, as per industry standard.

Annexure 5.3

OFFER LETTER/BID FORM

(To be uploaded in Techno-commercial bid for each tender/section)

Date: _____

To,
Principal Executive Director,
RailTel Corporation of India Ltd.
Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake City,
Kolkata – 700 091

Dear Sir,

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1534-1535, Dt. 14.06.2024

We have examined the Tender, the receipt of which is hereby duly acknowledged and furnished by RailTel and we offer to provide one pair of dark fibre and maintain OFC cable for link on hire as per details enclosed at Annexure 5.10/a/b__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 is 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.

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. We understand that RailTel will forfeit the Earnest Money Deposit if, I/We withdraw or modify the offer within validity period or do not deposit the Performance Bank Guarantee.

Dated this day of..... 2024

(Signature) (Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

SIGNATURE OF WITNESS 1.

2.

ANNEXURE-5.4**SLA Terms and Conditions**
for Maintenance and Support Services

1. During the term of the contract, the Vendor shall maintain the dark fibre links 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 fibre links 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 OFC links.
2. Network Uptime, Payments and Penalty:

The Purchase Orders shall be issued by authorized officials of Principal Executive Director, RailTel Corporation of India Ltd., Eastern Region, 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091

- a. 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 99.5% for the contracted link(s)**, on monthly basis. In case, the monthly availability falls below 99.5 % for a link, penalty would be imposed on the Bidder and the same would be deducted from the residual amount payable to the successful bidder.

Uptime @ in a calendar Month	Penalty (% on monthly rental charges of the affected link)
> 99.5% (above)	Nil
>98 % to ≤99.5%	10%
>96.5% to ≤98%	25%
> 95% to ≤96.5%	50%
> 90% to ≤95%	75%
Below 90 %	100% and RailTel reserves the right to surrender the link

Note: In case of the link availability less than 90% in any month, 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.
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.

ANNEXURE-5.5

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

(To be stamped in accordance with stamp act)
(To be used by approved Indian Scheduled commercial banks (either Private or PSU) but not from any Cooperative banks or NBFC)

In consideration of the RailTel Corporation of India Limited 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 (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/PO 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,.....Bank and our local branch at Kolkata (indicate detail address of local Kolkata branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount 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 Rsonly.

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

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 (Rupeesonly).

(ii) This Bank guarantee shall be valid upto

(iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon the bank, written claim or demand on or before

Dated theday of2024

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 and with the claim period of 12 months (time period between expiry date and claim date)

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..... 2024 at.....

For and on behalf of.....

Authorized Signatory.....

Designation.....

ANNEXURE – 5.7

Declaration of Clean Track Record/ No Blacklisting
(To be submitted by Bidder on original letterhead)

To,
Principal Executive Director,
RailTel Corporation of India Ltd.,
Eastern Region,
19th Floor, Aurora Waterfront Building,
Plot No. 34/1, Block GN,
Sector-V, Salt Lake City,
Kolkata – 700 091

Date

Sub: Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in Assam, Tripura and West Bengal States for RailTel Corporation of India Ltd., Eastern Region

Ref: Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1534-1535, Dt. 14.06.2024

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)

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 dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in Assam, Tripura and West Bengal 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 (with GPS Co-ordinates)		
End B (with GPS Co-ordinates)		
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 RailTel section in charge

ANNEXURE-5.10(a)**Optical Fibre Link Connectivity Requirement Details****Zone-1: Assam and Tripura States:**

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1534, Dt. 14.06.2024

S. No	Link details		Distance of OFC in KM	Remarks
	POINT A	POINT B		
1	Ghy Zonal: GAIL (India) Limited 2nd Floor, Advika Building, Opp. Sukreshwar Ghat Park, 87, M G Road, Panbazar Guwahati (Assam) – 781001	GHY NOC	5	5Km in ring
2	Ghy Construction : GAIL (India) Limited 5th Floor, Megha Plaza Krishnapur, Beltola Guwahati (Assam) – 781028	CAG Beltola	2	
3	Ghy Construction : GAIL (India) Limited 5th Floor, Megha Plaza Krishnapur, Beltola Guwahati (Assam) – 781029	ETDC, Housefed	4	
4	Lakwa : GAIL (India) Limited Dispatch Terminal, Lakwa, Charaideo (Assam) – 785688	LXA S/H (OLT)	7.5	7.5 Km in ring
5	Agartala: GAIL (India) Limited Near Hindi Higher Secondary School, Opp. Radhanagar Bus Stand, Abhoynagar, Agartala West District (Tripura) – 799005	NFSU POP	2	
6	Agartala: GAIL (India) Limited Near Hindi Higher Secondary School, Opp. Radhanagar Bus Stand, Abhoynagar, Agartala West District (Tripura) – 799006	Agartala DM Node	4	
7	Anandanagar: Gail (India) Limited Dukli, Ram Gati Para South Anandanagar West District (Tripura) – 799004	Agartala RLY Station Node	7	
8	Dome: GAIL (India) Limited Prabhapur, Bajendra Colony Prabhapur, Shipahijala (Tripura) – 799130	Agartala RLY Station Node	13	
9	Dome: GAIL (India) Limited Prabhapur, Bajendra Colony Prabhapur, Shipahijala (Tripura) – 799131	Gail SOUTH ANANDANAGAR	6	
10	Dukli: GAIL (India) Limited Dukli, Dukli Industrial Area A D Nagar, West District (Tripura) –799003	Agartala RLY Station Node	4	

11	Dukli: GAIL (India) Limited Dukli, Dukli Industrial Area A D Nagar, West District (Tripura) –799004	Dukli BHQ	4	
12	Konaban CGS: GAIL (India) Limited Konaban, Debipur, Konaban, Shipahijala (Tripura) – 799100	Bishalgarh - Boxanagar Mid- section Joint	9	9 Km in ring
13	Konaban Tap-Off: GAIL (India) Limited Konaban, Debipur, Raj Mohan Choudhury Para, Konaban, Shipahijala (Tripura) – 799100	Bishalgarh - Boxanagar Mid- section Joint	25	25 Km in ring
14	Maharajganj Terminal: GAIL (India) Limited Agartala Sheet No.16, Agartala Purbha Town Ratapgarh, Amc Ward No. 32, Agartala, West District (Tripura) – 799001	Agartala DM office Node	3	
15	Maharajganj Terminal: GAIL (India) Limited Agartala Sheet No.16, Agartala Purbha Town Pratapgarh, Amc Ward No. 32, Agartala, West District (Tripura) – 799002	Balaji Digicom Node	2.5	
16	Neepco Terminal: GAIL (India) Limited R. C. Nagar, Laxmipur Neepco Power Plant, R. C. Nagar, West District (Tripura) – 799008	Railwire ANP Node (Khayerpur)	5	
17	Neepco Terminal: GAIL (India) Limited R. C. Nagar, Laxmipur Neepco Power Plant, R. C. Nagar, West District (Tripura) – 799009	DIT Agartala Node	10	
18	Rokhia: GAIL (India) Limited Bheluarchar, Near TPGL Gas Terminal Power Station Rokhia, SHIPAHIJALA (TRIPURA) – 799102	Boxanagar USOF Node	11	11 Km in ring

Note:

1. The total number of fiber links indicated above are actual. The successful bidder shall survey the route for cable construction taking in to consideration of maintenance of fibre links for 3 years and provide dark fibre links as per details given above in route with least distance between end points.

2. Cable length: If the actual length of the cable as per OTDR report is less than the distance / length indicated above, then actual length will be accepted and purchase order/work order issued shall be revised with actual length. If the length of the fiber on OTDR report is found to be more than the mentioned length, then the mentioned length of the cable is considered as actual length. No variation in distance will be allowed after commissioning of the link.

3. After establishing the link, successful tenderer shall submit route map with GIS co-ordinates of the nodes as well as links.
4. Bidder has to quote for all the links of the tender.
5. The successful bidder has to deliver all the links given in the Tender. RailTel may terminate the contract if the successful bidder fails to deliver all the links within the delivery period.
6. The rate of hiring of links beyond two years shall be reduced @5% for each additional years on the rate of previous year for the working links.
7. If any link / links is /are being surrendered / added in the vicinity of the scope of the work by the customer/ RailTel, the cost will be reduced/ increased based on the length.

ANNEXURE-5.10(b)**Optical Fibre Link Connectivity Requirement Details****Zone-2: West Bengal State:****Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1535, Dt. 14.06.2024**

S. No	Link details		Distance of OFC in KM	Remarks
	POINT A	POINT B		
1	GAIL (INDIA) LIMITED 6th Floor, Unit No. 60, Marble Arch Building, 236b, AJC Bose Road, Kolkata (WB) – 700 020.	NIC Nizam Palace	1.75	1.75 Km. in ring
2	GAIL (INDIA) LIMITED Hotel RJ, NH-2, Choto nilpur Burdwan (WB) – 713 103	Burdwan Dist. HQ	1	
3	GAIL (INDIA) LIMITED IPS 07, Pondali, Sonai CD Block-Aushgram-II Purba Wardhaman (WB) – 713403	Panagarh RailTel PoP & DGR (Matrix)	5	
4	GAIL (INDIA) LIMITED IPS 07, Pondali, Sonai CD Block-Aushgram-ii Purba Bardhaman (WB) – 713404	GAIL (INDIA) LIMITED Matix Fertiliser & Chemical Ltd. Panagarh Industrial Park, Panagarh, Purba Bardhaman (WB) – 713148	4	
5	GAIL (INDIA) Limited Matix Fertiliser & Chemical Ltd. Panagarh Industrial Park, Panagarh, Purba Bardhaman, (WB) – 713148	Panagarh RailTel PoP	7	
6	GAIL (INDIA) LIMITED Courtyard by Marriot Hotel Allaguri, Hill cart Road Siliguri (WB) – 734003	Siliguri Railway Jn.	4.5	4.5 Km. in ring

Note:

1. The total number of fiber links indicated above are actual. The successful bidder shall survey the route for cable construction taking in to consideration of maintenance of fibre

links for 3 years and provide dark fibre links as per details given above in route with least distance between end points.

2. Cable length: If the actual length of the cable as per OTDR report is less than the distance / length indicated above, then actual length will be accepted and purchase order/work order issued shall be revised with actual length. If the length of the fiber on OTDR report is found to be more than the mentioned length, then the mentioned length of the cable is considered as actual length. No variation in distance will be allowed after commissioning of the link.
3. After establishing the link, successful tenderer shall submit route map with GIS coordinates of the nodes as well as links.
4. Bidder has to quote for all the links of the tender.
5. The successful bidder has to deliver all the links given in the Tender. RailTel may terminate the contract if the successful bidder fails to deliver all the links within the delivery period.
6. The rate of hiring of links beyond two years shall be reduced @5% for each additional years on the rate of previous year for the working links.
7. If any link / links is /are being surrendered / added in the vicinity of the scope of the work by the customer/ RailTel, the cost will be reduced/ increased based on the length.

Signed and delivered by Shri. _____ for and on behalf of _____, the contractor within named in the presence of:

1. Signature :
 Date :
 Name in Block Capitals :
 Address :

2. Signature :
 Date :
 Name in Block Capitals :
 Address :

- Annexure – A : Tender Paper No. _____ with corrigendum, if any.
Annexure – B : Firm's offer.
Annexure – C : Letter of Acceptance No. _____ with all enclosures.
Annexure – D : Copy of Contract Performance Guarantee.

Annexure-5.12

FORMAT BID SECURITY DECLARATION

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

Whereas, I/We..... (Name of Agency) has submitted bid for (Name of Work and Tender No.) and whereas Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines as the bidder being

I/We hereby submit the following "Bid Security Declaration" in lieu of exemption from submitting Earnest Money Deposit:-

1) If I/We withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

Or

2) If, after the award of work, I/We fail to accept LOA/PO, or to sign the contract agreement or fail to submit performance guarantee or fail to commence the work within stipulated time period prescribed in tender documents;

Or

3) If I/We furnish any incorrect or false statement / information/ document;

Or

4) If I/We hide any relevant information or do not disclose any material fact in the tender;

Or

I/We may be disqualified and banned for a period of three years and shall not be eligible to bid for future tenders in RailTel Corporation of India Ltd. for the period of three years from date of issue of such orders.

(Signed by the Authorized Representative of Firm)

Name of Authorized Representative

Name of Firm

Date

PART- 6
Zone-1

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1534, Dt. 14.06.2024

PRICE BID FORMAT (Financial part of e-Tender)

ANNEXURE-6.1

Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in Assam and Tripura States for RailTel Corporation of India Ltd., Eastern Region_

To,
Principal Executive Director,
RailTel Corporation of India Ltd. Eastern Region,
19th Floor Aurora Waterfront Building,
Plot No. 34/1, Block GN, Sector-V, Salt Lake City
Kolkata – 700 091.

Dear Sir,

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 including GST) dark fibre links on hire basis, for Last Mile Connectivity of various offices of GAIL(India) Ltd, in the States of Assam and Tripura Annexure -5.10(a) as indicated below:

Srl. No.	Description of work	Approx. distance of dark fiber hiring	Estimated Total hiring for 3 years (Incl. GST) (Rs.)	Rate Quoted Percentage
1	Provision of one pair of dark fibre links for Last Mile connectivity of various office of GAIL(India) Ltd. in Assam and Tripura as per link details given in Annexure – 5.10(a) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	124 Km.	85,17,963.00	(in figures) (in words) Above/At Par/Below* Stikeout which is not applicable Shall be filled online in eNivida portal only

1	The rate of hiring of links beyond two years shall be reduced by @5% for each additional year on the rate of previous year for the working links.
2	It is certified that I/We have inspected the sites and acquainted myself /ourselves with local conditions, work involved etc.
3	The above Rate are inclusive of GST.
4	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.
5	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.
6	I/We undertake to provide Performance Guarantee of the required amount towards faithful maintenance & supports till existence of individual links.

Dated this day of2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

Zone-2

Tender No. RailTel/Tender/OT/ER/HQ/2024-25/1535, Dt. 14.06.2024

PRICE BID FORMAT (Financial part of e-Tender)

ANNEXURE-6.2

Hiring of dark fiber links for Last Mile Connectivity of various offices of GAIL(India) Ltd. in West Bengal State for RailTel Corporation of India Ltd., Eastern Region.**To,**

Principal Executive Director,
 RailTel Corporation of India Ltd. Eastern Region,
 19th Floor Aurora Waterfront Building,
 Plot No. 34/1, Block GN, Sector-V, Salt Lake City
 Kolkata – 700 091.

Dear Sir,

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 including GST) dark fibre links on hire basis, for Last Mile Connectivity of various offices of GAIL(India) Ltd, in the West Bengal State Annexure -5.10(b) as indicated below:

Srl. No.	Description of work	Approx. distance of dark fiber hiring	Estimated Total hiring for 3 years (Incl. GST) (Rs.)	Rate Quoted Percentage
1	Provision of one pair of dark fibre links for Last Mile connectivity of various office of GAIL(India) Ltd. in West Bengal State as per link details given in Annexure – 5.10(b) and maintenance of fibre links for RailTel Corporation of India Ltd., Eastern Region.	23.25 Km.	13,72,994.00	(in figures) (in words) Above/At Par/Below* Stikeout which is not applicable Shall be filled online in eNivida portal only

1	The rate of hiring of links beyond two years shall be reduced by @5% for each additional year on the rate of previous year for the working links.
2	It is certified that I/We have inspected the sites and acquainted myself /ourselves with local conditions, work involved etc.
3	The above Rate are inclusive of GST.
4	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.
5	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.
6	I/We undertake to provide Performance Guarantee of the required amount towards faithful maintenance & supports till existence of individual links.

Dated this day of2024

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

Chapter-5

INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF CONTRACT (GCC)

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4.	COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS
5.	SUBMISSION OF EARNEST MONEY DEPOSIT
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Chapter - 5

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1. GENERAL INSTRUCTIONS

- 1.1 Tender is invited by the Pricipal Executive Director/Eastern Region on behalf of M/s RailTel Corporation of India Limited, Kolkata for the work as defined in Preamble for Tender para 3.1
- 1.2 The e-Tendering Preamble, Instructions to Bidders, Additional Instructions to Bidders, SORs, Scope of work, Description of work, Terms & Conditions of Contract, all Annexure & Forms and Corrigendum & Addendum etc., if any, shall here after, be collectively referred to as the "Tender Document".

2. INTERPRETATIONS

The following terms wherever occurring in the tender Document and wherever used throughout the execution of the contracts, shall, unless excluded by or repugnant to the context, have the meaning at tribute there to as follows:

"CONTRACT" Means the Contract resulting from the acceptance by the Principal Executive Director of this Tender whether in whole or in part.

"CONTRACTOR" Means the successful Tenderer, i.e. the Tenderer whose Tender has been accepted either in whole or in part.

"CONTRACTOR's REPRESENTATIVE" Shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized for any work specified in the Contracts. He shall be responsible for proper execution of contracts.

"MONTH" Means any consecutive period of thirty days.

"MATERIALS" Means all equipments, tools, special aids, plants and testing equipments and appliances for execution of contract.

"PoP" Means point of presence i.e. a place or premises where any telecom equipment is placed.

"RailTel" Means M/s RailTel Corporation of India Limited, Office of the Principal Executive Director, Eastern Region, 19th floor, Aurora waterfront, GN 34/1, Block- GN, Sector -V, Salt Lake, Bidhannagar, Kolkata-700091, West Bengal.

"Section" Means the areas to be taken up by the Contractor for execution of work and related maintenance work given in the tender document.

ENGINEER shall mean a RailTel employee who is responsible for work carried out in particular section by maintenance team.

ENGINEER-IN-CHARGE (EIC) shall mean a Senior Manager of RailTel, responsible for ensuring that all field works covered by the contract are carried out in accordance with approved designs, drawings & specifications and conditions of contract as agreed to.

"BLOCK SECTION" Means the distance along the railway track between two consecutive Railway stations.

"TENDERER" Means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise, who submit the Tender which has been invited.

"WORK OR WORKS" Means all or any of the items of the work for which the Tenderer /Contractor has Tendered/contracted according to the specifications, drawings and Annexure here to annexed or to be implied there from, or incidental there to or to be here after specified or required in such explanatory instructions and drawings, being in conformity with the specifications, drawings, Annexure and schedules and alsosuch instructions and drawings additional to the afore mentioned as may from time to time be issued by the Engineer during the progress of the contracted work.

"WRITING" Includes all matters written, typewritten or printed either in whole or in part.

3. LOCAL CONDITIONS

- 3.1 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract before quoting. The Principal Executive Director shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Principal Executive Director on account of any local condition or factor.
- 3.2 The intending tenderer is advised to study the tender document carefully before quoting. Any submission of a bid by the tenderer shall be deemed to have been done after a careful study and examination of these documents with full understanding of the implication thereof. These conditions and specifications shall be deemed to have been accepted unless otherwise, specifically commented upon by the Tenderer in his quotation. Failure to adhere to anyone or all these instructions may render his offer liable to be ignored without any reference.
- 3.3 Should a tenderer find discrepancies in, or omission from the drawings or any of the Tender document or he has any doubt to their meaning, he should at once notify the RailTel who may send a written clarification to all tenderers.

4. COMPLIANCE TO TENDER CONDITIONS, SPECIFICATIONS & DRAWINGS

- 4.1 The tenderer shall indicate paragraph by paragraph for each section of the tender document that either his tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the tender. In later case the Tenderer shall enclose a separate statement indicating only the deviations for any clause or sub-clause of Conditions of Contract, Instructions to Tenderers and Conditions of Tendering, Technical Specifications, Preamble etc. which he proposes with justifications for deviations proposed. The Principal Executive Director reserves the right to accept or reject these deviations and his decision there on shall be final.
- 4.2 The Services offered shall be in accordance with the drawings and specifications & conditions of the contract.
- 4.3 Contractor should give details of contract carried out giving details of the name of the

contract, date of award, length of the section, value of the contract, the original execution period and the actual execution time taken. This will be supported by a user certificate.

- 4.4 The tenderer should provide information about the compliance of various clauses /sub clauses/ paragraphs(when tenderer plans to give separate compliance of each paragraph or sub clause) of tender document

5. **Submission of Earnest Money Deposit**

- 5.1 The tenderer shall furnish an amount as given in Preamble as earnest money in favour of RailTel Corporation of India Limited for each tendered section that he wants to quote for.

- 5.2 The validity of offer will be 60 days from the date of opening of tender 'as given in Preamble. It being understood that the tender documents have been sold/issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to RailTel. If the tenderer fails to observe or comply with the foregoing stipulations, the above said amount deposited as earnest money shall be liable to be forfeited or action will be taken as mentioned in Annexure – 5.12 by RailTel.

- 5.3 Not used

- 5.4 The earnest money may be forfeited / action will be taken as per Annexure-5.12 under the following circumstances.

- 5.4.1 If tenderer withdraw its tender during the period of tender validity specified in Preamble

- 5.4.2 In case of successful tenderer, if the tenderer fails to sign the contract in accordance with relevant para of Preamble and to furnish Security Deposit in accordance with relevant clause of preamble. The earnest money of unsuccessful tenderer will save as herein before provided, be returned within reasonable time to the unsuccessful tenderer but the RailTel shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the above stipulation to keep offer open for the period specified in the tender documents or to the Earnest Money while in their possession or be liable to pay interest there on.

- 5.5 Not used.

- 5.6 The tender not accompanied by Earnest Money as mentioned in clause 5.3 above or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will be summarily rejected & EMD will be forfeited or action will be taken as mentioned in Annexure – 5.12.

- 5.7 The Performance Guarantee shall be released as per relevant clause of preamble.

5.8 **NSIC registered Firm and micro and small enterprises (MSEs):**

- 5.8.1 For NSIC registered firm and micro and small enterprises (MSEs) who are having valid Udyog Aadhar Memorandum and for small scale units and micro units registered with NSIC under single point registration Scheme and participating in this tender enquiry, following exemptions are available:-

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

(iii) **Purchase preference to MSEs:**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded.

5.8.2 No exemption is, however, applicable to these units from payment of security deposit/ Performance Bank Guarantee. **Micro and Small Enterprises (MSEs):**

- i. Micro and Small Enterprises (MSEs) registered with NSIC or any other body specified by Ministry of MSME is exempted from submission of the following: (i) They shall be exempted from submission of cost of tender document (ii) They shall be exempted from submission Earnest Money Deposit.
However, firms claiming the above exemptions shall submit bid security declaration as per Annexure- 5.12.
- ii. MSEs claiming for the above exemptions under NSIC/MSME or others, have to submit supporting documents These exemptions shall be applicable provided firms are registered with NSIC/MSME 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 otherwise their offer would not be considered.
- iii. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER00001496". The URL for m1xchange Platform is <https://www.m1xchange.com>. MSE suppliers/vendors are required to register themselves on m1xchange Platform for availing the facility of bill discounting on TReDS portal. The bidder is mandatorily required to submit its TReDS registration number (as provided by M1xchange portal) and GRN (Goods/Service Receipt Note) Number (as provided by RailTel on delivery of Goods/Service) while submitting the invoices if requires to avail TReDS facility
- iv. MSE Vendor will bear all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.
- v. MSE Vendor hereby agrees to indemnify, hold harmless and keep RailTel and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner on the TReDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.
- vi. RailTel shall not be liable for any special, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss or profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting
- vii.their (MSE Vendor's) invoices.

6. SUBMISSION OF OFFERS

- 6.1 The offer in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected.
- 6.2 In case the date of opening happens to be a holiday, the tender will be received and opened at the same time on the next working day.
- 6.3 The offer shall be either type written or written neatly in indelible ink in English. Each page of the offer must be numbered consecutively. A reference to total number of pages comprising the offer must be made at the top right hand corner of the top page. The supporting documents should be submitted either in original or duly signed by the authorized signatory of the tenderer. The original documents shall be produced for verification when called for.
- 6.4 All copies of the tender papers shall be digitally signed by the tenderer, on each page including closing page in token of his having studied the tender papers carefully.

6.5 RATES IN FIGURES & WORDS:

- i) All prices having a bearing on the quoted price shall be written both in figures and in words in the prescribed offer form. In case of difference in words and figures the amount written in words will be taken into consideration.
- ii) In the event of any discrepancy between unit rate and total cost, the value shown in unit rate will be taken for evaluation purpose.
- iii) In case the schedule of requirement quoted by tenderer is incomplete with reference to tender document, the offer is liable to be rejected.

6.6 ATTESTATION OF ALTERATION:

No scribbling is permissible in the tender documents. Tender containing erasures and alterations in the tender documents are liable to be rejected. Any correction made by the tenderer/tenderers in his/their entries must be signed (not initialed) by him/them.

- 6.7 Submission of tender BID will be done as per relevant para of Preamble.

7. UNIT PRICES:

Unit prices should be quoted in Indian Rupees by the tenderer after taking all the relevant factors into consideration and these should be Firm and all including of GST without any variation clauses. The prices shall be quoted in rupees for the units under metric system.

8. VALIDITY OF OFFER

The tenderer should keep the offers valid for the period as mentioned in "Preamble".

9. RATES DURING NEGOTIATION

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

10. OPENING OF TENDER:

Tenderer's Bid will be opened online at the time & date of opening of the tender given in relevant para of preamble in presence of such Tenderers/Authorized Representatives who choose to be present.

11. NON-TRANSFERABILITY AND NON-REFUNDABILITY

The tender documents are not transferable. The cost of tender paper is not refundable.

12. ERRORS, OMISSIONS & DISCREPANCIES

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

13. WRONG INFORMATION BY TENDERER

If the tenderer/s deliberately gives/give wrong information in his/their tender which creates/create circumstances for the acceptance of his/their tender, forfeiture of EMD or action as per Annexure-5.12. Also, if the wrong information leads to any wrong payment, the contract will be cancelled and Security deposit will be forfeited.

14. QUALIFYING CRITERIA

For qualifying in tenderers bid shall be required to meet the eligibility requirements as given in relevant para of preamble.

15. SYSTEM PERFORMANCE GUARANTEE

The Contractor shall give unqualified and unconditional guarantee that the team deployed by him will achieve desired objective, if he needs to depute any additional Man, Machine & Material to achieve desired objective, no extra payment shall be made to the contractor. Amount as defined in the preamble will be held towards the same.

16. EVALUATION OF OFFER

The tenders received will be evaluated by the Authorized representative of RailTel as per eligibility & evaluation criteria given in the tender document.

However, the RailTel shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a tender. The purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender document.

17. AGREEMENT

The successful tenderer/s shall be required to sign an agreement with the representative of RailTel for carrying out the work according to the tender documents within 15 days as indicated in relevant para of preamble.

18. TENDERER'S ADDRESS

Tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderers by post at his said address shall be deemed to have reached the tenderer duly & timely, notwithstanding the fact that the communication could not reach the tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post and will be dealt as per relevant para of preamble.

19. SETTLEMENT OF DISPUTES/ ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope of work, operation, rates, penalties or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the

Arbitration and Conciliation Act 1996 as amended and the award made in pursuance thereof shall be binding on both the parties. The venue of such arbitration or proceedings thereof shall be at New Delhi.

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

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

PART – 7**Check List**

SN	Have you submitted the following documents?	Submitted /Complied or not	Page No/ Ref No.of Offer
1	Offer Letter (Mandatory)		
2	Cost of tender document or document in support for exemption from submission of Cost of tender document (Mandatory)		
3	EMD or document in support for exemption from submission of EMD (Mandatory)		
4	Bid Security declaration (in case bidder is availing MSE exemption for Cost of tender document and EMD): Annexure-5.12: Online as well as Offline (Mandatory)		
5	Power of Attorney: Online as well as Offline (Mandatory)		
6	Notarized Affidavit - Annexure-A: Online as well as Offline (Mandatory)		
7	Uploading of digitally signed Tender document (online) (Mandatory)		
8	Documentary evidence against Technical & Financial eligibility criteria (Clause 3.2, Part-3) (Mandatory)		
9	Compliance statement for acceptance of technical specification & SLA Terms & Conditions Annexure 5.2 & Annexure-5.4		
10	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions		
11	Miscellaneous/supporting documents asked for in the tender document wherever required to meetup respective criteria		

***Note: Non-submission/ non-compliance of above documents as deliberated in check List may make the offer liable to be summarily rejected.**

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