



**RAILTEL CORPORATION OF INDIA LIMITED**  
**(A Govt. of India Undertaking, Ministry of Railways)**  
1-10-39 to 44, 6A, 6th Floor,  
Begumpet Airport Road,  
Opp. Shoppers Stop, BEGUMPET,  
HYDERABAD- 500 016, Telangana.

RailTel Website: [www.railtelindia.com](http://www.railtelindia.com)

**SINGLE TENDER DOCUMENT (One Packet System) FOR**

**“Enabling Automatic Span Equalization in the existing network and conversion of 80 channels to 40 channels”**

**Single Tender No: RailTel/Tender/ST/SR/Project/24-25/23 dated 20-09-2024.**

**Due date for opening: 14-10-2024**

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**SINGLE TENDER NOTICE**

Adtran Networks SE  
Campus Martinsried,  
Fraunhoferstrabe 9a  
82152 Martinsried/Munich  
Germany

Through India Office

ADVA Optical Networking India Pvt. Ltd.  
4A, Ground Floor, Building 10,  
Tower C, DLF Cyber City  
Gurugram-122002  
Haryana

**Sub:** Tender for Enabling Automatic Span Equalization in the existing network and conversion of 80 channels to 40 channels in existing RailTel network

RailTel Corporation of India Ltd., Secunderabad invites E-Tenders in Single packet System for “Enabling Automatic Span Equalization in the existing network and conversion of 80 channels to 40 channels in existing RailTel network” as per following details:

a)	Opening date of Tender downloading	14-10-2024
b)	Last date and time of submission of e-bid	14-10-2024 at 15:00 Hrs.
c)	Opening of e-bid	14-10-2024 at 15:30 Hrs.
d)	Validity of offer	60 days
e)	Estimated Cost of Tendered work	Rs. 47,19,999/-
f)	Earnest Money Deposit (EMD) #	Rs. 94,400/-
g)	<b>Note:</b> Tender Notice and Tender document are available on RailTel’s website and can be downloaded from <a href="http://www.railtelindia.com">www.railtelindia.com</a> or from the e-Tendering portal <a href="http://railtel.enivda.com">http://railtel.enivda.com</a> . For online submission the Tenderer will have to necessarily download an official online copy of tender document from portal <a href="https://railtel.enivda.com">https://railtel.enivda.com</a> . All future information viz corrigendum/addendum/amendments etc. for this Tender shall be posted on this e-Tendering Portal only. Printed copies of Tender documents will not be sold from RailTel office. The bidder shall bear costs associated with the preparation, submission/participation in the bid. RailTel in no way will be responsible or liable for these costs regardless of conduct or outcome.	

Sd/- (A. Siva Prasad)  
JGM/NOC/SR  
RailTel Corporation of  
India

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**CHAPTER-1**

**OFFER LETTER**

Regional General Manager (Southern Region)  
RailTel Corporation of India Limited.,  
1-10-39 to 44, 6A, 6th Floor, Gummidelli Tower,  
Begumpet Airport Road, Opp. Shoppers Stop,  
Begumpet, Hyderabad

I/We \_\_\_\_\_ have read the various conditions detailed in tender document attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS as noted. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, 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. I/We offer to do the **“Enable Automatic Span Equalization in the existing network and conversion of 80 channels to 40 channels in existing RailTel Network”** as per Schedule of Requirement for Single Tender **No. RailTel/Tender/ST/SR/Project/24-25/23 dated 20-09-2024** for RailTel Corporation of India Limited at the rates quoted in the attached schedules and hereby bind myself/ourselves to supply the equipment within 90 days from the date of issue of Purchase Order. I/We also hereby agree to abide by the Various Conditions of the agreed Contract and to carry out the supply according to the specifications for materials laid down by the Railtel and as accepted by us.

A sum of Rs. \_\_\_\_\_ ( \_\_amount in words\_\_ ) through eNivida Portal herewith submitted as **“EMD”**. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within the specified days as per tender after issue of Purchase Order/LOA.

SIGNATURE OF CONTRACTOR (S)

Date

SIGNATURE OF WITNESS

CONTRACTOR (S) ADDRESS

- 1
- 2.

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**CHAPTER-2****SCHEDULE OF REQUIREMENT (SOR) of Services Items:**

SN	Description of Item	Unit	Qty.	Unit Rate in Fig	Total Cost in Fig	Unit Rate in words	Total Cost in words
				incl. all (In Rs.)	incl. all (in Rs)	incl. all (in Rs)	incl. all (in Rs)
1	2	3	4	5	6	7	8
<b>A</b>	<b>SECHEDULE OF SERVICES</b>						
<b>A1</b>	Remote deployment support to Enable Automatic Span Equalization in the existing network between Mumbai-Chennai	Lot	1				
<b>A2</b>	Service cost for conversion of 80 to 40 channel conversion in Mumbai-Chennai Section.	Lot	1				
<b>Total Cost of Schedule of Services (A)</b>							

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**CHAPTER-3****SCOPE OF WORK (Technical specification)**

To Enable Automatic Span Equalization in the existing network, 123 nodes involved in the 19 segments:

**Before activity Preparation:**

1. Software Upgrade of nodes from 15. x to 21.5.1
2. Point-to-Point Table creation in all the nodes.
3. Check the performance of existing channels.

**During planned event**

4. Balance the Network before the ASE enable
5. Enable automatic span equalization segment-wise in all 19 Links.
6. Post activity checks.

**For conversion of 80 channels to 40 channels:****PRE- Activity**

1. Collect Span Losses / existing network details
2. Prepare the design document according to current network
3. Verify performance of all the channels
4. Collect the existing EDFA's and ROADM settings

**During Planned event**

5. PPC Changes on all the amplifiers in the link (Forward and Reverse)
6. Setpoint change on all the ROADMs , Put all cross connections on maintenance and make it In-service after the setpoint change
7. Remove and Add any required attenuators in the link as per new design
8. Forward Balancing and Reverse balancing of entire link according to new design 9
9. Changing of 96CSM to 40CSM at field sites during traffic outage

**Post Activity**

10. Post activity checks and performance checks.

Region	100G Link Name	No of Channels	No of ROADMS	No of Amplifiers Forward Direction	No of Amplifiers Reverse Direction
WR	Wadi- Pune	10	4	8	8
	Pune-Manmad	6	2	6	6
	Pune- Mumbai	11	2	2	3
	Mumbai- Manmad	10	2	5	5
	Manmad- Bhusawal	10	2	4	4
	Bhusawal-Wardha	6	2	6	6
	Wardha-Nagpur	9	2	0	0
	Nagpur-Itarsi	1	2	4	4
	Itarsi-Katni	1	2	5	5
	Katni-Bilaspur	1	2	5	5
	Wardha- Secunderabad	11	2	8	8
SR	Chennai--Guntakal	14	4	13	13

Region	100G Link Name	No of Channels	No of ROADMS	No of Amplifiers Forward Direction	No of Amplifiers Reverse Direction
	Guntakal-Secunderabad	13	2	8	8
	Sunderabad-Vijayawada	15	2	9	9
	Vijayawada-Chennai	16	4	13	14
	Secunderabad-Wadi	18	2	4	5
	Wadi-Guntakal	12	2	6	6
	Guntakal-Bangalore	6	2	10	10
	Bangalore-Chennai	5	2	10	10

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## CHAPTER-4

### COMMERCIAL TERMS & CONDITIONS

#### 1. OFFER LETTER AND VALIDITY OF OFFER

- 1.1 The bidder shall complete the offer letter (Chapter 1), and the price schedule (SOR) furnished in the bid documents, indicating the goods and services to be supplied, description of the goods, associated technical literature, quantity and prices etc.
- 1.2 The offer should remain valid for a period of 60 days from the date of opening.

#### 2. DELIVERY PERIOD

The supplier will have to install, test, commission and integrate the SOR items within 90 days of issue of LOA/Purchase order. Any extension in delivery period with or without Liquidated damages may be given by concern region in deserving cases where genuine reasons exist.

#### 3. OVERVIEW OF THE SCOPE OF WORK

The scope of work would be Enabling Automatic Span Equalization in the existing network and conversion of 80 channels to 40 channels in the existing network and also providing all related services including design, installation, testing, commissioning & integration and training of RailTel personnel.

#### 4. PAYMENT TERMS

- 4.1 90% payment of the value of PO would be made after successful completion of the SOR works and its integration with the network (to be decided by respective regional EDs) duly inspected and on submission of the following documents subject to any deductions or recovery which RailTel may be entitled to make under the contract
  - (i) Valid Tax Invoice
  - (ii) Site/link Test Report after completion of SOR works.
  - (iii) Service acceptance certificate
  - (iv) A certificate duly signed by the firm certifying the validity of the license used for the SOR works
- 4.2 5% payment of value of the PO/LOA on issue of Provisional Acceptance Certificate (PAC) by concerned Region and the last 5% payment of the value PO/LOA shall be made by RailTel on issue of Final Acceptance Certificate (FAC) which will be issued by concerned Region. In case of foreign currency, payment will be made through TT/Wire Transfer (SWIFT) from Corporate Office.

#### 5. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE (PBG)

- 5.1 The tenderer is required to submit a Standing Security Deposit/PBG of 3% of the value of the LOA/PO to Regional office equivalent in Indian Rupees with validity up to 6 months beyond completion period of work. The Proforma for PBG is given in Chapter 6, Form No. 1, If the delivery period gets extended, the PBG should also be extended appropriately.
- 5.2 The security deposit shall bear no interest.
- 5.3 Successful tenderer is required to furnish security deposit in the form of Performance Bank Guarantee, the same should be submitted within 30 days of issue of LOA/PO 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 LOA/PO. This PBG should be from a Scheduled Bank and should cover warranty period as per tender condition.
- 5.4 The PBG would be released after satisfactory completion of contract including warranty period.

#### 6. TAXES & DUTIES

- 6.1 The price quoted in the offer should be firm, fixed indicating the breakup and inclusive of all taxes & duties like import, custom, Anti-Dumping, CGST, SGST, IGST, UTGST etc. The offer should be inclusive of packing, forwarding, freight up to destination, insurance charges, except any changes in statutory duties/taxes after opening of bid will be dealt in accordance with the provisions contained in clause 6.9 of chapter 4.
- 6.2 Bidder shall issue valid tax invoice to RailTel for availing proper credit of CGST/SGST/IGST/UTGST in case of award of Contract. GST will not be reimbursed in the absence of valid tax invoice.
- 6.3 For all the taxable supplies made by the vendor, the vendor shall furnish all the details of such taxable supplies in the relevant returns to be filed under GST Act.
- 6.4 If the vendor fails to comply with any of the above, the vendor shall pay to purchaser any expense, interest, or penalty as applicable under the GST Act.

- 6.5** In case of incorrect reporting of the supply made by the vendor in the relevant return, leading to disallowance of input credit to purchaser, the vendor shall be liable to pay applicable interest under the GST Act to the credit of purchaser, provided that if there is any mismatch on GST, the purchaser should notify the vendor in writing at the earliest for necessary correction at both ends. The same provisions shall be applicable in case of debit/credit notes.
- 6.6** Tenderer shall quote all-inclusive rates, but there shall be break up of basic price and all type of applicable taxes such as SGST/CGST/IGST/UT GST along with respective HSN/SAC Code under GST Law (Including tax under reverse charges payable by the recipient).
- 6.7** Wherever the law makes it statutory for the Purchaser to deduct any amount towards GST at sources, the same will be deducted and remitted to the concerned authority.
- 6.8** The imposition of any new tax and/or increase/ in the aforesaid taxes, duties or levies, after opening of bid and the bidder thereupon necessarily and properly pays such taxes/levies/cess, then bidder shall be reimbursed the amount so paid, unless such payments, if any, is solely attributable to delay in execution of work within the control of bidder. The bidder shall, within a period of 30 days of the imposition of any such tax or levy or cess on imports, give a written notice thereof to RailTel that the same is given pursuant to this condition, together with all necessary information including details of input credit relating thereto. In the event of non-payment/default in payment of any of the above taxes, RailTel reserves the right to 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 opening of bid, bidder has to pass on the benefits to RailTel.
- 6.9** In case of imported equipment:  
Anti-Dumping duty, if applicable, on the equipment proposed to be supplied by OEM/Tenderer as per extant instructions of Ministry of Commerce/ Finance Government of India, has to be borne by the tenderer and shall be deducted from the amount payable to the bidder at the time of making payment to the firm, if this duty amount is paid to Custom Authority by RailTel.

## **7. EVALUATION CRITERIA.**

Inter se position of the offers will be determined on total unit rate on CIP destination basis which will include basic rate, custom duty, CGST, SGST, IGST, GST, freight, insurance and any other charge or cost quoted by the tenderer, including GST payable. On reverse charge by RailTel, wherever applicable.

## **8. LIQUIDATED DAMAGES**

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

## **9. STATUTORY DEDUCTION**

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

## **10. PURCHASER'S RIGHT TO ACCEPT OR REJECT BID**

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

## **11. LONG TERM AVAILABILITY OF SYSTEM SUPPORT**

- 11.1** The tenderer shall undertake to provide service for the equipment for at least for five years after completion of SOR work. He shall also undertake to supply additional equipment required for replacement or expansion of the network that may become necessary due to additional traffic requirements.
- 11.2** The manufacturer shall guarantee that spare parts for the system shall be available for a minimum five years after expiry of warranty period and thereafter at least, six months in advance notice shall be given to the RailTel before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable RailTel to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stoppage of the manufacture.

## **12. ISSUE OF LETTER OF ACCEPTANCE (LOA)**

The bidder shall within 7 days of issue of the LOA, give his acceptance and submit performance bank guarantee within 30 days as per clause.

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**13. BID PRICES**

**13.1** The bidder shall give the prices indicating all levies and taxes, packing forwarding, and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the service provided under the tender document as per schedule given in Chapter 2. The price shall be quoted in Indian Rupees or in any major foreign currency for the imported items (FOR/CIP destination). The tenderer may quote, supply and be paid in major foreign currency such as US dollars, EURO or British pounds etc. for imported items. Tenderer shall invoice based on CIP destination Value and RailTel shall pay the applicable Custom Duty / IGST directly to custom authorities without further deduction from this CIP destination Value due to Tenderer.

The Indian subsidiary of the tenderer may quote, supply and be paid in Indian Rupees for locally purchased items (if any) and services.

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

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

**13.4** The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty, CVD, etc was also submitted in its price bid. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel. Bidder has to submit an Indemnity Bond as per Form 2 of Chapter 6 along with the bid.

**14. CLAUSE WISE COMPLIANCE**

Clause-wise compliance statement of the Terms & Conditions shall be enclosed with the offer along with the technical documents in support of relevant clauses.

**15. INSPECTION**

**15.1** The supplier / manufacturer shall submit details of test procedures, test program, test parameters together with permitted values, etc. and their Quality Assurance Plan.

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

**16. FORCE MAJEURE**

Force majeure shall mean-

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

**17. SETTLEMENT OF DISPUTES**

In case of any dispute concerning this order both the supplier and RailTel shall try to settle the same amicably through mutual discussion/negotiation. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and conciliation 1996 or any amendment thereof. Place of arbitration shall be New Delhi. The Arbitral Tribunal shall consist of the sole arbitrator appointed by mutual agreement of the parties. All arbitration proceedings shall be conducted in English.

**18. GOVERNING LAWS**

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

**19. TERMINATION FOR DEFAULT**

- 19.1** The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part
- (a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
  - (b) If the supplier fails to perform any other obligation(s) under the contract; and
  - (c) If the supplier, in either of the above circumstance(s) does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

**20. TERMINATION FOR INSOLVENCY**

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

**21. BID SUBMISSION AND OPENING DATE**

- 21.1** Bid should be duly submitted online using e- Procurement Portal: <https://railtel.enivida.com> as per the instructions given in chapter 4A & 4B.
- 21.2** Each and every page of bid should be signed in ink & stamped by authorized representative of the form. Power of attorney in favour of the signatory duly authorizing the signatory shall be enclosed in the bid.
- 21.3** The original copy of Power of attorney and Indemnity bond shall be submitted at the following address so as to reach up to 15:00 hours of due date: Rail Tel Corporation of India Ltd. 1-10-39 to 44, 6A, 6th Floor, Gumidelli Tower, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016
- 21.4** The envelope containing original copy of Power of attorney and Indemnity bond shall bear name of work, the tender no, and the words "DO NOT OPEN BEFORE" (due date).

**22. SECURITY CONSIDERATIONS & SECURITY AGREEMENT**

The supplier shall comply to the provisions as per the Amendment of the National Long Distance (NLD) Service License Agreement for security related concerns for expansion of Telecom Services in various zones of the country issued by Department of Telecommunication, Ministry of Communication and IT, Govt. of India's letter no. 10-54/2010-CS-III (NLD) dated: 31.05.2011 (hereinafter "DoT directive"). The supplier shall only be obligated to pay penalties if RailTel has given the supplier prompt written notice of any alleged or threatened security breach as per DoT directive and has withdrawn promptly the complete equipment and products of the supplier from its network to prevent any further security breach (same as first breach or any other breach).

For clarification, the same breach in the supplier's equipment, products and services purchased under the same tender shall be considered as a single breach for the purpose of levying penalty and any payment by the supplier. For the avoidance of doubt, in case RailTel decides not to withdraw the supplier's equipment and products completely from its network upon detecting a security breach, any further claims for payment of penalties and damages shall be excluded.

**23. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY**

- 23.1** The tenderer shall be required to deposit EMD amount as mentioned in NIT through e-Nivida Portal as "Earnest Money". EMD in no other form shall be accepted.

- 23.2** The EMD may be forfeited if a bidder withdraws his offer or modifies the terms and conditions of the offer during validity period and in the case of a successful bidder, if the bidder fails to accept the Purchase order/LOA and fails to furnish performance bank guarantee (security deposit).
- 23.3** Offers not accompanied with Earnest Money shall be summarily rejected.
- 23.4** Not used.
- 23.5** The successful bidder's EMD will be discharged upon the bidder's acceptance of the purchase order/LOA satisfactorily and furnishing the performance bank guarantee in accordance with clause of this chapter.
- 23.6** Earnest Money will bear no interest.

#### **24. RISK & COST**

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

The Maximum Liability of tenderer to any Loss/Damages to RailTel including Liquidated Damages and Performance Guarantee shall be limited to 100% of Value of contract.

#### **25. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)**

On designing testing, commissioning & integration of the equipment, Provisional Acceptance Certificate (PAC) will be issued by concern region. PAC will not be held back for want of minor deficiencies not affecting the functioning of the overall system. Deficiencies, if any, pointed at the time of issuance of PAC, will be rectified by the contractor within one month.

#### **26. FINAL ACCEPTANCE CERTIFICATE (FAC):**

The final acceptance of the works completed shall take effect from the date of successful completion of 12 months after issue of PAC in any case that the contractor has complied fully with his obligations in respect of each item under the contract. The Final Acceptance Certificate of respective region shall be signed by nominated representative of by concern region. Notwithstanding the issue of Final Acceptance Certificate, the contractor and the purchaser shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of Final Acceptance Certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

#### **27. COMPLIANCE FOR PROCUREMENT OF TELECOMMUNICATION EQUIPMENT FROM TRUSTED SOURCE**

Department of Telecommunication (DOT) notification no. 20-1263/2021-AS-I Dated: 30.03.2021 regarding procurement of Telecommunications equipment from trusted source shall be applicable to this tender. Tenderer shall obtain certificate from concerned department of Government of India.

(End of Chapter 4)

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## CHAPTER-4A

### INSTRUCTION TO THE BIDDERS

#### General

These are the Special Instructions to the Bidders for Tendering.

The RailTel Tenders are published on [www.railtelindia.com](http://www.railtelindia.com) and on e-Procurement Portal <https://railtel.enivida.com>.

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.

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.

#### 1. Submission of the bid:

The bidder is required to submit the bid in a single packet system in eNivida portal before due date & time of submission of bids specified in this tender document

#### 2. Following documents shall be submitted in the bid as given below:

- 1) Offer Letter complete.
- 2) Schedule of Requirements shall contain the price of each item quoted exactly according to the proforma of schedule of requirements and price breakup in Annexures.
- 3) Duly stamped and signed /digitally signed Tender Document/ Corrigenda/Addenda.
- 4) E-receipt of EMD.
- 5) Power of Attorney.
- 6) Technical proposal, Design document along with the Solution of tenderer in conformity with system requirement of the tenderer, if any.
- 7) Clause wise compliance to tender conditions.
- 8) Indemnity bond form-2 of chapter 6.
- 9) Any other document asked in the tender but not listed above.

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

#### 3. Fax Quotations & Late Tenders:

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

#### 4. 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.

#### 5. 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.

#### 6. Bid submission and Opening date

- 1) The bid should be submitted (all documents) in eNivida portal as per date & time given in the NIT of tender document.
- 2) The tenderer's bids will be opened at the time & date of opening of the tender given in the in the NIT of tender document 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.

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**7. Submission of offline documents:**

Original copy of following documents shall be submitted by tenderer offline at RailTel Corporate Office, East Kidwai Nagar before due date & time of submission of bid:

- 1) **Power of Attorney.**
- 2) **Indemnity Bond.**

The packet containing the original copies as per above should be sealed by the personal seal of the bidder. The envelop shall bear name of work, the tender no. and the words "DO NOT OPEN Before" (-due date and time -).

**(End of Chapter-4A)**



## CHAPTER-4B

### E-TENDERING INSTRUCTIONS TO BIDDERS

#### General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in Chapter- 4A of the Tender Document. Submission of Bids only through online process is mandatory for this Tender.

The link of e-procurement portal is also given on our official RailTel portal i.e [www.railtelindia.com](http://www.railtelindia.com) under TENDER TAB.

Bidder Enrolment can be done using "Online Bidder Enrolment".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at:

<https://railtel.enivida.com>.

#### **GUIDELINES FOR REGISTRATION**

1. Bidders are required to enrol on the e-Procurement Portal: <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 accounts.
3. Bidders are advised to register their valid email address and mobile number 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](mailto:eprocurement@railtelindia.com) for activation of account.

#### **SEARCHING FOR TENDER DOCUMENTS**

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

#### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender 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.

#### **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. Deleted.
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 white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
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.

#### **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. 011-49606060/9205898228

Mail id: - [eprocurement@railtelindia.com](mailto:eprocurement@railtelindia.com)

**(End of Chapter-4B)**

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## CHAPTER-5

## BID DATA SHEET (BDS)

Clause	Description
<b>Clause 1 Chapter - 4</b>	Validity of offer 60 days.
<b>Clause 2 Chapter - 4</b>	Delivery Period Delivery within 90 days from date of issue of LOA/Purchase Order.
<b>Clause 5 Chapter - 4</b>	Performance Guarantee (Security Deposit) Performance Bank Guarantee of 3% of total value of the LOA is required to be submitted within 30 days of issue of LOA. Validity up to 6 months beyond completion period of work.
<b>Clause 23 Chapter - 4</b>	Earnest Money Deposit (EMD)/ Bid Security Rs. 94,400/-
<b>Tender Notice</b>	<p>Bid/Offer Submission start date: Date: 20-09-2024</p> <p>Last date of submission of offer (Online) Date: 14-10-2024 Time: 15:00 hours</p> <p>Date of Opening of Tender (Online) Date: 14-10-2024 Time: 15:30 hours</p> <p>Venue: RAILTEL CORPORATION OF INDIA LIMITED, 1-10-39 to 44, 6A, 6th Floor, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016, Telangana.</p>

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CHAPTER-6

Form No. 1 PROFORMA FOR PERFORMANCE BANK GUARANTEE

PERFORMANCE BANK GAURANTEE BOND

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

- 1. In consideration of the RailTel Corporation of India Limited., 1-10-39 to 44, 6A, 6th Floor, Gumidelli Tower, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016 (Herein after called RailTel) having agreed to exempt .....(Hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No.....dated made between.....and for (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs (Rs ..... only). We (indicate the name of the Bank) hereinafter referred to as "the Bank") at the request of ..... Contractor(s) do hereby undertake to pay the RailTel an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
- 2. We ....., Bank and our local branch at New Delhi (indicate detail address of local New Delhi branch with code no.) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage caused to or would be caused to or suffered by the RailTel by reason of breach by the said Contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . .....
- 3. We ....., bank undertake to pay to the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Tenderer(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Tenderer(s) shall have no claim against us for making such payment.
- 4. We .....,Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before the ....., We shall be discharged from all liability under this Guarantee thereafter.
- 5. We..... (indicate the name of Bank) further agree with the RailTel that the RailTel shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor(s) or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s) / Tenderer(s).

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

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

Dated the day of ,2024



**Form No. 2 INDEMNITY BOND**

THIS BOND OF INDEMNITY IS MADE ..... on this ..... day of 2024

BY

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

IN FAVOUR OF

RailTel Corporation of India limited, CIN: U64202DL2000GOI107905, incorporated and existing within the meaning of section 2(20) Companies Act, 2013 and having its registered office at 1-10-39 to 44, 6A, 6th Floor, Gumidelli Tower, Begumpet Airport Road, Opp. Shoppers Stop, BEGUMPET, HYDERABAD- 500 016 (hereinafter called "the RailTel") of the OTHER PART.

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

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

1. As per Chapter 4 of the tender document, the bidder hereby undertakes a responsibility to fulfill all the formalities in relation to custom clearance on behalf of RailTel.
2. The prices quoted by the bidder are fixed and the break-up of all the taxes & duties like import duty, Custom duty, CVD, etc was also submitted in its price bid as stipulated in clauses of chapter 4 of the tender document. In case if RailTel will have to pay taxes exceeding the rates submitted by the bidder in the price bid, the same shall be deducted from the running bills/ invoices by RailTel, except any changes in statutory duties/taxes after opening of technical bid will be to RailTel's account.
3. Subsequent to the Import, if any penalty will be imposed by the Tax Authority on RailTel due to wrong declaration/ evasion of tax by using wrong HS code/ incorrect price break-up declaration by the bidder then the bidder shall fully indemnify and save RailTel harmless from and against any and all loss/damages so incurred/ arising out of or with the or with respect to incorrectly informed HSN code or wrong declaration in Bill of Entry or incorrect /wrong declaration of Price breakup of indicating all taxes of unit rates against various items of schedule of requirement and associated Bill of material.
4. The bidder shall undertake to complete all the formalities on behalf of RailTel as may be required as per Custom Act, Foreign Trade Policy and other applicable laws, and shall keep RailTel indemnified against all the cost/ penalties/ losses so incurred due to non-compliances with said formalities. If any penalties/ fines will be imposed by the appropriate authority on RailTel due to any irregularities or non-compliances/ wrong declarations or offences committed under custom rules and regulations and other allied laws, shall be borne by the bidder.
5. RailTel shall be kept indemnified by the bidder against all actions taken by the Govt. or any other agency/ authority for the aforesaid acts of commission and omission.
6. RailTel shall be free to deduct any liability so incurred due to any wrongful act/ application done/ made by the bidder at the time of custom clearance, from any of the outstanding amount which is due for payment or any performance bank guarantee available with RailTel against the subject contract or any other ongoing contract.

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



**Signature  
(Bidder)**

**WITNESSES 1.**

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\*\*\*\* END OF TENDER DOCUMENT\*\*\*\*