



# 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://gem.gov.in>

### ELECTRONIC TENDER DOCUMENT

For the work of

**“Leasing of one pair of dark fibre link on IRU basis for a period of 5 years, including en-route drops at eight locations, for the creation of a DWDM backbone along the Dimapur–Kohima–Imphal route, along with maintenance of the link for 5 years, for RailTel Corporation of India Ltd., Eastern Region”**

**GeM Bid No. GEM/2026/B/7524821**

**निविदा दस्तावेज की लागत (Cost of Tender Document): Nil**

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**(This tender document consists of 90 pages)**



## रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड

(भारत सरकार का उपक्रम), पूर्वी क्षेत्र

RailTel Corporation of India Ltd.,

(A Govt. India Undertaking) Eastern Region.

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

GEM Bid No. : GeM/2026/B/7524821

Dt. 12.05.2026

Website:eGeM portal : <https://gem.gov.in>

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

RailTel Corporation of India Ltd. (RailTel), Eastern Region invites Open GeM Bids in two packet single stage system from established contractors with proven experience for “Leasing of one pair of dark fibre link on IRU basis for a period of 5 years, including en-route drops at eight locations, for the creation of a DWDM backbone along the Dimapur–Kohima–Imphal route, along with maintenance of the link for 5 years, for RailTel Corporation of India Ltd., Eastern Region”.

The details are as under:

a)	Date of publishing of e- Tender	12.05.2026
b)	Start Date for downloading the Tender	12.05.2026
c)	Document download end date	02.06.2026
d)	e-bid submission start date	12.05.2026
e)	Closing date and time for Submission of e-Bids	02.05.2026/ 15:00 hrs.
f)	Date and time of opening of e-Bids	02.05.2026/ 15:30 hrs.
g)	Validity of offers	60 days from date of opening
h)	Time period for commissioning of the link	60 days from date of issue of LOA
i)	Period of OFC Leasing	5 years from the date of commissioning of Link on IRU basis
j)	TReDS feature available?	Yes, on m1xchange portal (url: <a href="https://www.m1xchange.com">https://www.m1xchange.com</a> )
k)	Cable route	Dimapur – Kohima – Imphal

l)	Estimated fibre RKM(Approx.)	368 Km.
m)	Estimated cost for 5 years Leasing charges of one pair fiber on IRU basis including Annual maintenance charges for 5 years.	Rs. 4,42,84,338.00 (Incl. GST)
n)	Earnest Money Deposit	Rs. 8,86,000.00

Purchase preference to Micro and Small Enterprises (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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

For more details please refer clause no. 3.17 Part-3 of the Tender document.

This tender is not divisible.

Note: Tender Notice and Tender Document are available on RailTel's website and can be downloaded from <https://www.railtel.in> or from the GeM portal <https://gem.gov.in>. For online bid submission, the tenderer will have to necessarily download an official online copy of the tender document from the portal <https://gem.gov.in>. All future information viz. corrigendum /addendum/ amendments etc. for this Tender shall be posted on RailTel Website and GeM portal only.

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.

Earnest Money Deposit in respect of e-tendering, will be accepted in the form of Demand Draft/ pay order/ Banker's cheque or through online transfer to RailTel Bank account.

**Sr. Manager/ Tender  
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://gem.gov.in>.

For E-Tendering bids /information by bidders is to be submitted “Online” on e- Procurement Portal <https://gem.gov.in>. Any document / information pertaining to this tender will have to be submitted by the bidder online. 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 web site '<https://www.railtel.in>' or from the e-Procurement Portal <https://gem.gov.in>.

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://gem.gov.in> and this should be done well before the deadline for bid- submission.

##### 2.1 **Submission of the bid:**

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

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

###### (a) “**TECHNICAL BID**”; -The bid shall consist of the following: -

- 1) Duly filled Offer Letter (Annexure-5.3).
- 2) Signed/Digitally Signed Copy of Tender Document/ Corrigendum
- 3) EMD/ Proof of submission of EMD
- 4) E-receipt of Tender fee. **Not Applicable**
- 5) Notorised Power of attorney
- 6) In case bidder happens to be an eligible MSE, the documentary evidence for the same shall be submitted
- 7) Documentary proof of qualifying criteria
- 8) Affidavit (Annexure-A)
- 9) Bid Security Declaration Annexure-5.11: for MSEs).
- 10) Declaration of Clean Track Record/ No Black listing (Annexure-5.7)
- 11) Any other document asked in the tender but not listed above.
- 12) Any Other information desired to be submitted by the tenderer

**b) “Price Bid” Shall contain**

The price bid for “Schedule of requirements” as per format given in PART-6, Annexure-6.1 in **GeM Portal only** for each item quoted exactly according to the proforma, as also submitted.

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

**2.3 Fax Quotations & Late Tenders:**

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

**2.4 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.

**2.5 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. Such addendum/corrigendum shall be available on RailTelWebsite & GeM portal. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the RailTel are liable to be rejected.

**2.6 Bid submission and Opening date:**

2.6.1 The bid should be submitted along with Technical & Price bid document (all documents in online mode) in GeM portal as per date & time given in the Bid document.

2.6.2 The tenderer’s bids (online) will be opened at the time & date of opening of the tender given in the Tender Notice in presence of such Tenderers present who choose to be present.

**2.6.3 Submission of offline documents:**

The bidder is required to submit the following documents offline to RailTel Corporation of India Limited, Eastern Region, 19<sup>th</sup> floor, Aurora waterfront, GN 34/1, Block- GN, Sector –V, Salt Lake, Bidhannagar, Kolkata-700091, West Bengal before due date and time of submission of bids specified in this tender document, in a sealed envelope. The envelope shall bear the tender name, GeM Bid No..... and the words “DO NOT OPEN BEFORE (DUE DATE & TIME):

1. Original Power of Attorney in favour of the signatory duly authorizing the signatory **(Mandatory)**.
2. Original Notarized affidavit as per format provided in Annexure-A **(Mandatory)**.
3. Bid Security Declaration in Annexure-5.11 (applicable for tenders exempted from submission of EMD) **(Mandatory)**

## 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://gem.gov.in>.

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 GeM Portal may be obtained at: <https://gem.gov.in>

#### 2.0 **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.

#### 3.0 **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 enter details of submission of EMD.
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 uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Note: Bidder has to submit all required document online only.

4.0 **For any clarification in using GeM 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 (GeM Portal) in general may be directed to the Helpdesk Support.

## 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 of .....as 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://gem.gov.in>. 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**

GEM Bid No. GEM/2026/B/7524821 Dt. 12.05.2026

**Name of Work:** Leasing of one pair of dark fibre link on IRU basis for a period of 5 years, including en-route drops at eight locations, for the creation of a DWDM backbone along the Dimapur–Kohima–Imphal route, along with maintenance of the link for 5 years, for RailTel Corporation of India Ltd., Eastern Region.

Srl. No.	Description of work	Estimated Lease charges for 5 years including Annual Maintenance charges for 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> year (Incl. GST) (Rs.)
1.	Leasing of one pair of Dark Fibre Link on IRU Basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima –Imphal route for RailTel Corporation of India Ltd., Eastern Region including Annual Maintenance charges for 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> year	4,42,84,338.00

**Fiber drop en-route locations**

S No.	Fiber drop en-route locations (Repeater locations)
1.	MEDZIPHEMA
2	KOHIMA
3	KIGWEMA
4	TADUBI
5	PHAIBUNG
6	KACHAI
7	SINAKEITHEI
8	SAIKUL
9	IMPHAL RCIL PoP

**Note:**

1. Payment will be made on the basis of price quoted by the bidder.
2. Price quoted in GeM bid shall remain unchanged throughout the entire contract period, even if there is any variation in the actual physical length of the cable in the link hired during or after commissioning of link.
3. The successful bidder has to deliver the link within 60 days from the date of issue of the PO/Work Order.
4. After establishing the link, successful tenderer shall submit the link Acceptance certificate as per Annexure-5.8(a) duly signed by both the parties. Signed OTDR report Annexure 5.8(b) and Annexure-5.8(c), GIS coordinates of the cable route with repeater/termination locations shall be enclosed with the offer.

5. Bidder should have 24 X7 helpdesk for fault management. Details of NOC personnel with contact details should be provided.

## Chapter – 4

## BID DATA SHEET

Reference	Description
Notice Inviting Tender (Page-3 of 107)	<p><u>Name of work:</u></p> <p>Leasing of one pair of dark fibre link on IRU basis for a period of 5 years, including en-route drops at eight locations, for the creation of a DWDM backbone along the Dimapur–Kohima–Imphal route, along with maintenance of the link for 5 years, for RailTel Corporation of India Ltd., Eastern Region</p>
Eligibility Criteria	Please Refer (Part -3, Clause- 3.2)
Tender notice	<p><b>Last date of submission (online):</b> Date: 02.06.2026, Time: 15:00 hrs.</p> <p><b>Date of opening of tender (online):</b> Date: 02.06.2026, Time: 15:30 hrs.</p> <p>Public Online Tender Opening through GeM portal.</p>
Venue	RailTel Corporation of India Limited, Eastern Region, 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	<p><b>The successful bidder has to:</b></p> <p>Commission fibre links within 60 days of award of work in complete Dimapur – Kohima – Imphal route.</p> <p><b><u>Validity of bids:</u></b></p> <p>60 days from date of opening of tender</p> <p>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.</p> <p><b><u>Documents and Certification:</u></b></p> <p>Each of documents/certificates in support of credentials uploaded in GeM 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</p> <p>The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to the disqualified and all their statements/documents submitted along with bid are true and factual.</p>

	<p>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.</p>
<p>Performance Guarantee (Part--3, Clause- 3.31)</p>	<p>Successful tenderer shall submit a Performance Bank Guarantee (PBG) valid for 63 (60+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 5 years Leasing charges including GST. The PBG shall be submitted as per terms and conditions given in clause No. 3.31, Format of Performance Bank Guarantee is enclosed in Annexure- 5.5.</p>
<p>Duration of contract</p>	<p>Please refer (Part --3, Clause- 3.6)</p>

**Part-1**

**Invitation of Bid**

**1.1 Scope of work:**

The scope of work includes the following:

- a. Leasing of one pair of Dark Fibre Link on IRU basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region.
- b. RailTel may place order for additional U/G OFC links if feasible and is available with the IRU Grantor as per RailTel's requirement up to 125% of the order quantity, with the same Rkm rate terms and conditions to the the IRU Grantor. 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 RailTel Customer, then the link will be surrendered by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.
- c. Surrendering/ adding of any additional link may happen depending on RailTel/RailTel's customer requirements.

**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:**

Commission fibre link within 60 days of award of work.

**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:

**Dark Fiber** means cores of Dark Fiber strands being a part of the Grantor's Network.

**Equipment** means User's owned, leased or licensed co-located telecommunication equipment (s) as required for the provision of its services.

**IRU** means an indefeasible right of use the Dark Fiber for the purposes described herein and subject to the limitations contained under this Agreement.

**Grantor** means the party owning the Dark Fibre and granting to the User an Indefeasible Right of Use (IRU) in respect of such Dark Fibre.

**Network** means the network of Ducts and Dark Fiber installed and owned by the Grantor and which is embedded in the earth;

“**Official**” means any official, agent or employee of any government of any department, agency or instrumentality thereof (including, without Limitation, any person or entry owned or controlled thereby) or any person acting in an official capacity for or on behalf of such government, department, agency or instrumentality or any political party or any official thereof or any candidate for public office.

**Operation and Maintenance (“O&M”)** means the terms and conditions governing the operation and maintenance of dark fiber being used under this Agreement for providing Dark Fiber Service to user as specified in schedule 1.

“**Purchase Order**” or “**PO**” means written formal orders for Service, as per AGREEMENT, issued by User to Grantor;

“**Route/Fiber/Trenches/Sections**” means part of the fiber routes (measured in meters/Kilometers) which will be delivered to “user” from “Grantor” in the location.

“**IRU Grantor**” “**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

‘**IRU User Party**’ means either successful bidder or RailTel, as the case may be, who receives IRU in OFC/Duct from the IRU Grantor Party

“**RailTel**”/ “**RCIL**”/ – Meaning of these terms shall be determined in context and may mean without limitation “RailTel Corporation of India Ltd., Eastern Region”

“**Proposal**”/ “**Bid**” – the Bidder’s written reply or submission in response to this Tender.

“**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.

“**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 includes 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.

“**ITB**” – means Instructions to the Bidder.

“**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.

“**The Contract Price**” means the price payable to the Vendor - IRU User under the Contract for the full and proper performance of its contractual obligations.

- a) “**TCC**” means the Terms and Conditions of Contract contained in Part- 4.
- b) 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	ardhendu@railtelindia.com pdjames@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**

<b>Claus eNo.</b>	<b>Topic</b>
3.1	Broad Scope of Work
3.2	Eligibility Criteria
3.3	Offers by a third party
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3.31	Contract Performance Bank Guarantee

3.32	Signing of Contract
3.20	Miscellaneous

**PART 3**  
**PREAMBLE**

**3.1 Broad Scope of work:**

- 3.1.1 The scope of the work is “Leasing of one pair of Dark Fibre Link on IRU basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region” as per the details furnished below and maintain the links as per the committed SLA indicated in the document.

The successful bidder has to deliver all the link (with en-route drop points as given below:

S No.	Fiber drop en-route locations (Repeater locations)
1	MEDZIPHEMA
2	KOHIMA
3	KIGWEMA
4	TADUBI
5	PHAIBUNG
6	KACHAI
7	SINAKEITHEI
8	SAIKUL
9	IMPHAL RCIL PoP

- 3.1.2 **Price quoted in by the bidder in the GeM price bid shall remain unchanged throughout the entire contract period, even if there is any variation in the actual physical length of the cable during or after commissioning of link.**
- 3.1.3 The successful bidder has to deliver the link within 60 days from the date of issue of the PO/Work Order.
- 3.1.4 The total price is determined by multiplying the point-to-point monthly price (inclusive of GST) by the total lease duration in months.
- 3.1.5 After establishing the link, the successful tenderer shall submit the link Acceptance certificate as per Annexure-5.8(a) duly signed by both the parties. Signed OTDR report, GIS co-ordinates of the cable route with repeater/termination locations shall be enclosed with the offer.
- 3.1.6 Bidder should have 24 X7 helpdesk for fault management. Details of NOC personnel with contact details should be provided.
- 3.1.7 RailTel may terminate the contract if the successful bidder fails to deliver the link within 60 days from the date of issue of the PO/Work Order.
- 3.1.8 Cable length: The actual length of the OFC cable as per the OTDR report to be submitted after the commissioning of links.
- 3.1.9 The estimated costs indicated above are including GST (as applicable).
- 3.1.10 **RailTel may place order for additional links** up to 125% Rkm. of the OFC links if required, with the same rate terms and conditions to the Service Provider. The variation of quantity from 125% to 140% will be with 2% rebate, the variation of quantity above 140% to 150% with 4% rebate and beyond 150% after negotiation by a committee at the same terms and

conditions to the Service Provider. If any additional link ordered is not required by customer, then the link will be surrendered by RailTel, for which RailTel will not pay any charges against such cancellation/surrender.

- 3.1.11 The contract may be treated as RC for the additional Backbone Link requirement of new links, which will be operated through the above variation clause.
- 3.1.12 The Maximum attenuation of the fibre hired measured at 1550 nm. Wavelength, shall not be more than 0.3 dB/Km.
- 3.1.13 One pair of Fibre shall be terminated on A End to B End (indicated in Annexure - 5.10 with proper quality of termination box and the required type of pigtail).
- 3.1.14 Maintenance of cable: The vendor shall endeavor to comprehensive maintenance of dark fibre on the links provided by the vendor for 99% up time on quarterly basis, with the exemption of Force Majeure, planned outages, period of link is switched off.
- 3.1.15 After establishing the link, tenderer shall submit route map with GIS co-ordinates duly signed by the RailTel work-in-charge before submission of invoice for fiber leasing.
- 3.1.16 Service: Bidder shall provide A-end to B- end connectivity through on 24 x 7 x 365 basis.
- 3.1.17 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.
- 3.1.18 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.
- 3.1.19 The vendor shall communicate a fault reporting escalation matrix to ensure timely restoration of links if any fault occurs.
- 3.1.20 Vendor shall ensure the committed up-time of 99% of the link on monthly basis with the exemptions of Force Majeure, planned outages, period of link is switched off, Power failure.
- 3.1.21 The responsibility of the bidder for managing the connectivity shall be from active device from 'A' End to 'B' End, maintenance of the dark fibre links with the required availability shall be the responsibility of the bidder.
- 3.1.22 All clearances, wherever required, in respect of the laying/drawl of OFC cable through underground or by the vendor at their own expenses from any government/local/ state, statutory bodies etc. like panchayat municipality, are the responsibility of the bidder.
- 3.1.23 The bidder can share end to end infrastructure with third parties, but the responsibility of SLA, confidentiality etc. rests with the bidder.
- 3.1.24 The Purchase Orders/Work Order (POs) for each link (as per Annexure 5.9 shall be issued by the RailTel Corporation of India Ltd., Eastern Region and the payments shall also be made by the PO issuing authority.
- 3.1.25 The successful bidder has to commission the fibre link within 60 days from date of issue of PO/Work Order. However, for the purpose of delayed commissioning penalty, the penalty clause will also be operative per purchase order.
- 3.1.26 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.

- 3.1.27 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 forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally in the original contract itself.
- 3.1.28 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.
- 3.1.29 **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.
- 3.1.30 An "Acceptance Certificate" as per Annexure-- 5.8(a/b/c) 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"
- 3.1.31 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".
- The date of successful commissioning of the link will be the start date for calculation of rentals etc.
- 3.1.32 The rate quoted by the bidder includes connectivity cost of the fibre links (including U/G OFC cable, Termination box, pigtail/ patch cord) shall be on (consolidated) IRU basis. shall be uniform for all links during the entire tenure of the contract.
- 3.1.33 Maintenance and upkeep of all links provided by bidder shall be the responsibility of the bidder and shall, particularly preventive maintenance, RailTel shall have no responsibility for any damage to the cable laid by the bidder.
- 3.1.34 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 Equipment at repeater 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.
- 3.1.35 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.

- 3.1.36 The Bidder shall provide link-wise uptime on monthly basis in the form of a report.
- 3.1.37 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.
- 3.1.38 Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.
- 3.1.39 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 and consumables and at suitable places so that same may be provided as per the timelines mentioned above. The selected bidder will have to make their own arrangements for storing the spares.
- 3.1.40 Vendor shall deploy adequate maintenance teams with required manpower and equipment to meet SLA compliance.

The tender shall submit the Maintenance team deployment and other measures taken to fulfil the SLA.

- 3.1.41 Bidder has to maintain proper and updated documentation of the network (including the physical and logical setup at each repeater location, 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.

- 3.1.42 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.
- 3.1.43 Bidder has to submit escalation matrix and keep it up to date during the entire period of the contract.
- 3.1.44 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.
- 3.1.45 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.

- 3.1.46 RailTel shall only pay IRU charges for 5 years for leasing of one pair U/G dark fibre link and its maintenance charges for 5 years 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.
- 3.1.47 If the en-route cable termination location is shifted and as a result connectivity fiber length is increased/ decreased due to shifting of location, length will be taken as actual and will not modify will not treat as variation and no additional payment will be done on this account.
- 3.1.48 Notwithstanding anything mentioned above, the RailTel reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.
- 3.1.49 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of RailTel:
- 3.1.49.1 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.
- 3.1.49.2 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**

- 3.2.0 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.

The successful bidder has to: -

- (a) Commission fibre links within 60 days of award of work.

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

### 3.2.2 **Technical Qualifying Criteria and the documentary proof required are furnished below:**

Sl. No.	Technical Qualifying Criteria	Documentary proof required (to be uploaded)
1.	Bidder/JV/Consortium should be a TSP or have IP1 license and more than 2 years experience in providing IP1 services.	Valid TSP/ IPI license / document shall be uploaded.
2	Bidder/JV/Consortium should have 24 X 7 helpdesk for fault management.	Details of NOC personnel with contact details should be provided
3.	Bidder/JV/Consortium should not have been black listed / debarred by any statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs/PSBs) Telecom Service Providers / GST authorities as on date of submission of bid.	Declaration letter by bidder as per form given in Annexure-5.7

4.	Bidder/JV/Consortium should have GST Registration.	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Returns.
5.	The Bidder/JV/Consortium should have provided a leased dark fiber link of a minimum of 129 RKM (35% of the tendered RKM) for a period of at least 12 months during any of the preceding financial years, i.e., FY 2022–23, FY 2023–24, FY 2024–25, or FY 2025–26.	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 RKM of OFC cable link/s for a minimum period of 12 months.
6	The Bidder/JV/Consortium shall submit documentary proof of the availability of, or arrangements to obtain, one pair of dark fiber on a lease basis along the Dimapur–Kohima–Imphal route within 60 days from the date of issue of the Purchase Order.	Documentary proof of ownership or Lease Agreement with TSP/IP-1 service provider for arranging one pair of dark fiber in Dimapur–Kohima–Imphal route.

	<b>Financial Qualifying Criteria:</b>	
a.	<p><b><u>For Other than Startups:</u></b></p> <p>The bidder/Consortium/JV should have cumulative turnover from operations during the preceding 3 financial years: FY 2022-23, FY 2023-24, FY 2024-25 and in the FY 2025-26 financial year at least 150% of 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. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>	Audited Balance Sheet for FY 2022-23, FY 2023-24 & FY 2024-25, and for the F.Y. 2025-26, statement of contract receipt received duly certified by CA should be submitted.
b.	<p><b><u>For Startups:</u></b></p> <p>The bidder should have cumulative turnover from operations during the preceding 3 financial years: FY 2022-23, FY 2023-24, FY 2024-25 and in the t financial year 2025-26 at least 50% of 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. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>	Audited Balance Sheet for FY 2022-23, FY 2023-24 & FY 2024-5 for the current F.Y. 2025-26, statement of contract receipt received duly certified by CA should be submitted.

- Note:** 1. Client certificate from other than Govt. Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.
2. 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**

3.3.1 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.

3.3.2 If the bidders are keen to participate in the tender by forming the Joint Venture/ Consortium, they have to follow the applicable rules & procedures. There should be a lead bidder in the Joint Venture/ Consortium and maximum three firms/companies can be allowed in any Joint Venture/ Consortium.

### **3.4 Consortium Bids:**

3.4.1 In view of nature of work, it is anticipated that some of the intending tenderers will pool their resources and experience to form consortia. Consortium bids are permitted with each Consortium of tenderers allowed to have at maximum three members, the consortia of tenderers must clearly define the lead bidder of the consortia along with its roles and responsibilities.

3.4.2 The Lead bidder should meet the eligibility criteria. In their own interest the tenderers who form such a Consortium are advised to investigate capabilities, availability of resources, experienced personnel, financial soundness, past experience and concurrent engagements of Constituting partners.

3.4.3 Consortia of tenderers, if any, must clearly define role/scope of store/work of each partner/member. Further the legal agreement for a consortium must accompany the bid and should clearly define the leader of such a consortium who will be the contractor and will be responsible for timely completion of work as also during execution of work, if awarded, coordinate with Purchaser on behalf of the consortium, receive payments for the works executed and be liable for due performance of the contract in all respect.

3.4.4 Qualification documents, details etc. must however, be provided for each member firm complete in all respects strictly in requisite proforma.

3.4.5 Consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by consortium to take advantage of certain developments during evaluation stage will render the bid liable to be **REJECTED**. As all details are required to be furnished along with the bids and will be critically examined during evaluation of bids, it is imperative that such details should have been thoroughly examined as a safeguard against a possible disqualification of bids on these grounds.

3.4.6 All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.

3.4.7 Deleted.

3.4.8 Deleted.

3.4.9 Consortium shall not have more than three members and each consortium member shall have minimum 20% contribution in the work. A Consortium must submit a Power of Attorney by the other member of the Consortium in favor of the Lead Member. This is also to be enshrined in Memorandum of Agreement signed by the Consortium Members and submitted along with the bid. Members of consortium should sign every sheet of price bid as a token of acceptance of all quoted prices by members, failing which the offer will stand summarily **REJECTED**.

3.4.10 An individual bidder or a member of Consortium cannot be a member of another Consortium or a JV partner and participate in this tender.

3.4.11 Firms should submit the affidavit (Annexure 5.12) & Consortium Agreement (Annexure-5.14) along with the bid/offer.

3.4.12 Each consortium member shall make equal contribution towards the total PBG amount to be submitted along with acceptance of LOA.

### **3.4.13 Conditions for Participation of Joint Venture (JV) Firms**

- 3.4.14 Separate identity/name shall be given to the Joint Venture.
- 3.4.15 Number of members in a JV shall not be more than three. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 3.4.16 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 3.4.17 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 3.4.18 Earnest Money Deposit (EMD) shall be submitted by JV or authorized person of JV as mentioned in tender document.
- 3.4.19 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 3.4.20 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the submitted EMD shall be forfeited / action shall be taken as per bid security declaration.
- 3.4.21 Approval for change of constitution of JV shall be at the sole discretion of the RailTel. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 3.4.22 Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.4.23 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 3.4.24 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the RailTel before signing the contract agreement for the contract. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated RailTel shall be entitled to take action as mentioned in EDM Declaration letter and to forfeit other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- a). Joint And Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the RailTel for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and

severally for the loss, damages caused to the RailTel during the course of execution of the contract or due to non-execution of the contract or part thereof.

- b). Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- c). Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

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

3.4.26 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the RailTel in respect of the said tender/contract.

3.4.27 Documents to be enclosed by the JV along with the tender:

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

- i) A notarized copy of the Partnership Deed,
- ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

3.4.28 In case one or more members is/are HUF, the following documents shall be enclosed:

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

3.4.29 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
- iii) A copy of Certificate of Incorporation
- iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

3.4.29.1 All the Members of JV shall certify that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.

All other documents in terms of explanatory notes in clause 3.4.29 above.

**3.4.30 Credentials & Qualifying Criteria: of JV**

Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

**(i) Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):****a) For Contracts without composite components**

The technical eligibility for the contract as per para 3.2.2 above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work i.e., each JV member must have satisfactorily completed during the last 03 (three) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

**b) For Contracts with composite components**

1. The technical eligibility for major component of contract as per para 3.2.2 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of contract. i.e., each JV member must have satisfactorily completed during the last 03 (three) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of contract.

OR

1. The technical eligibility for major component of contract as per para 3.2.2 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of JV having min 26% share' and technical eligibility for other components of contract as per para 3.3.5.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other member of JV shall have technical capacity of minimum 10% of the cost of any component of contract. i.e., each JV member must have satisfactorily completed during the last 03(three) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of contract.

**c. Note for Clause 3.3.4 (i)**

1. The Major component of the contract for this purpose shall be the component of contract having highest value. In cases where value of two or more component of contract is same, any one work can be classified as Major component of contract.
2. Value of a completed contract done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

**3.4.30(ii) Financial Eligibility Criteria:**

1. The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 3.2.2 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 33.2.2 above.
2. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

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

**3.5 Participation of Partnership Firms in contracts:**

- i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.
- iii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- iv) Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from RailTel and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the RailTel and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited/action will be taken as per EMD declaration letter.
- v) If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be **REJECTED** and action will be taken as per EMD declaration letter. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform RailTel beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 4B.29 of General Conditions of Contract.
- vi) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- vii) The tender form shall be submitted only in the name of partnership firm. The EMD/EMD declaration letter (as applicable) shall be submitted by partnership firm as mentioned in tender document. The EMD/EMD declaration letter submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- viii) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- ix) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- x) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- xi) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

## xii) Joint and several liabilities:

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

## xiii) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of RailTel, shall constitute a breach of the contract, liable for determination of the contract under Clause 4B.29 of the General Conditions of Contract.

## xiv) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the RailTel.

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

**A** A notarized copy of partnership deed:

**B.** A notarized or registered copy of Power of Attorney in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

**C** An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by RailTel or Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 4B.29 of the General Conditions of Contract.

## xvi) All other documents in terms of explanatory notes in clause 3.2.2 above.

## xvii) Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 3.2.2 above.

### 3.6 Duration of contract

The contract shall be valid for a period 5 years from the date of issue of Purchase Order. IRU User and the IRU Grantor desires, the period of contract may be extended for further period with the mutually agreed terms and conditions . 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 document.

### 3.7 Cost of Bidding

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.

### 3.8 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 – Check Lists

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.

### 3.9 Clarifications / Amendments

- 3.9.1 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.
- 3.9.2 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.
- 3.9.3 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 RailTel Website and GeM portal only.
- 3.9.4 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 GeM portal and RailTel website only.
- 3.9.5 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.
- 3.9.6 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.

### 3.10 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.

### 3.11 Documents Comprising the Bid

Documents in the **Techno-commercial Proposal** should consists of the following:

- i) A full detail of offered fibre link diagrams (showing all the links being offered)
- ii) Documents to fulfil Qualifying Criteria (Annexure-5.1)
- iii) Technical specifications (Annexure-5.2)
- iv) Offer Letter/Bid Form (Annexure-5.3)
- v) Acceptance of SLA Terms, Maintenance and Support Services (Annexure -5.4)
- vi) Bidder's organization profile (Annexure-5.6)

- vii) Documentary evidence establishing that the Bidder is eligible to Bid and is qualified to perform as per Clause 3.2 of the Bidding document.
- viii) Tender document must be digitally signed and uploaded GeM portal by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this Tender.
- ix) 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).
- x) The Techno-commercial Bid should be uploaded in GeM portal.
- xi) The Techno-commercial Proposal should NOT contain any price information. Such proposal, if received, will be rejected.
- xii) The Price quoted shall be “Including GST”

### **3.12 Bid Price (Refer Part-6)**

#### **3.12.1 Accepted Rate shall be applicable for the contract period of 5 years.**

Under this Tender, the successful tenderer shall provide one pair of Single Mode optical fibre dark fibre as per specification given in Annexure-5.2.

RailTel will pay for the connectivity lease charges for the fibre links as per accepted rate.

3.12.2 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.

3.12.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract for 5 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.

3.11.4 If additional underground (U/G) optical fiber cable (OFC) links are required by RailTel during the contract period, and such links are available with the successful bidder, RailTel may place additional orders at the same rates as a variation to the existing contract.

### **3.13 Delivery Schedule and Penalty for Delayed Deliveries**

3.13.1 The link 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 for the delay in commissioning as per the target specified in this document.

3.13.2 The successful bidders shall provide connectivity for 100% of the link under the scope within delivery period.

3.13.3 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.

3.13.4 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.

3.13.5 Acceptance report for successful commissioning must be maintained by the selected vendor for future reference like Penalty Calculation.

3.13.6 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.

3.13.7 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.

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

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

3.14.2 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.

**3.15 Documentary Evidence Establishing Eligibility products and Conformity to Bidding Documents:**

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

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

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

**3.16 Earnest Money Deposit:**

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

3.16.2 The EMD of the unsuccessful Bidders shall be returned as soon as possible, on completion of tender process.

3.16.3 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 any time prior to signing of Contract; or

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

to sign the Contract;

and/or

to furnish Performance Guarantee

and/or

to adhere to the delivery schedule stipulated

**3.17 Purchase preference to Micro and Small Enterprises (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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online

in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

Please note that this tender is not divisible

### 3.18 TReDS Platform

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.

### 3.19 Period of Validity of Bids

The terms of the Tender including the price shall remain valid for entire contract period from the date of start of the contract.

### 3.20 Variation in Quantity:

RailTel reserves the right to place additional orders on the successful bidder for quantity variations (RKM), including any additional links, during the validity of the contract at the accepted rate, based on an RKM basis, as outlined below.:

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.

### 3.21 Format of Bid

Each bid shall be in two parts: -

#### 3.21.1 Techno-Commercial (as per clause 3.9 above)\_

#### 3.21.2 Price Bid (as per clause 3.10 above)

3.21.3 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.

3.21.4 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.

3.21.5 The envelope with offline mode documents shall bear the name of the work: “leasing of one pair of Dark Fibre Link on IRU Basis for 5 Years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region” & Tender No. for which document submitting.

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

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

### **3.22 Date & Time of Submission of Bids:**

3.22.1 e-Bids must be uploaded by the bidder at the GeM portal before last date and time of submission specified in the Notice Inviting Tender.

3.22.2 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.

3.22.3 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.

### **3.23 Modification and withdrawal of Bids:**

3.23.1 The Bidder may modify or withdraw its Bid after the Bid submission shall be done through GeM portal before last date and time of bid submission.

3.23.2 No Bid may be modified after the Last date and time for submission of Bids.

3.23.3 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.

### **3.24 Opening of Bids by RailTel:**

3.24.1 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.

### **3.25 Preliminary Evaluation:**

3.25.1 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.

3.25.2 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.

3.25.3 RailTel's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

3.25.4 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.

### **3.26 Evaluation of Bids:**

3.26.1 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.

- 3.26.2 L1 bidder will be identified based on technical qualification and Price Bid.
- 3.26.3 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.
- 3.26.4 The contract may be awarded to as under the L1 bidder.
- 3.26.5 The time provide to the selected bidder for provide links, as stipulated at clause 3.12, is inclusive of all tasks to be performed by the bidders for delivery of the links ordered.
- 3.26.6 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.
- 3.26.7 The OFC cable shall be made available, and the services covered under this bid shall be installed and commissioned within the timeframe specified in this Tender Document. No credit shall be given for early delivery.

### **3.27 Contacting RailTel**

- 3.27.1 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.
- 3.27.2 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.

### **3.28 Award Criteria**

- 3.28.1 RailTel may award the Contract to the successful Bidder, who have been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, in terms of clause 3.26.
- 3.28.2 The successful bidders shall provide connectivity for ordered links.

### **3.29 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.

### **3.30 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.

### **3.31 CONTRACT PERFORMANCE GUARANTEE:**

The successful tenderer shall submit 5% of total value of the work 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.

\* Round off to nearest higher Rs. 1000/- (one thousand).

- 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.

RailTels Bank Account Details for submission of online PBG amount (for less than Rs. 5 Lakh) are given as below:

Company Name: RailTel Corporation of India Ltd.

Bank Name: Union Bank of India

Branch Name: Camac Street Branch

Bank IFSC: UBIN0540161

Account Type: Current Account

Account No.: 401601010519491

Address: 1/1, Camac Street, Ground Floor, Kolkata, West Bengal, PIN-700016

- 3) No Interest on Earnest Money and Performance Guarantee:

No interest shall be paid on the amount of earnest money and Performance Guarantee 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 5% (five 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.

**3.32 Signing of Contract:**

3.32.1 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.

3.32.2 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.

- 3.32.3 RailTel reserves the right either to invoke the Performance Bank Guarantee or to cancel the purchaseorder 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.

**3.33 Miscellaneous:**

- 3.33.1 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.

- 3.33.2 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.

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

- 3.34 In case, if any contradiction between GeM Bid, Additional Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions and General Terms & Conditions, RailTel's Bid Specific Additional Terms & Conditions will prevail.**

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

<b>Clause No.</b>	<b>Topic</b>
4A.1	Definitions
4A.2	Use of Contract Documents and Information
4A.3	Country of Origin / Eligibility of Goods and Services
4A.4	Patent Rights/Intellectual Property Rights
4A.5	Inspection and Quality Control Tests
4A.6	Right to use defective product
4A.7	Payment terms
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4A.17	Resolution of Disputes
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4A.19	Addresses for Notices
4A.20	Taxes and Duties
4A.21	IRU Grantor's obligations
4A.22	Updation of Labour data:

**PART - 4A****SPECIAL CONDITIONS OF CONTRACT Pt.-I****4A.1 Definitions:**

Please refer clause 1.3 of Part-1.

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 successful bidder 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 successful bidder 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 successful bidder 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.2.3 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.3 Country of Origin / Eligibility of Goods and Services****Restrictions under Rule 144(xi) of GFR, 2017:**

Any bidder from a country which shares a land border with India will be eligible to bid in this procurement, if the bidder is registered with the competent authority only, as per GoI guidelines. Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 by Ministry of Finance, Department of Expenditure, Public Procurement Division shall also apply to this tender. A certificate on their letterheads as per Annexure- 5.15 shall be submitted by all the bidders regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order

**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.

Upon successful completion of the acceptability test, receipt of deliverables, and satisfaction of RailTel with the performance of the system over the full link, the Acceptance Certificate shall be signed by the authorized representative of RailTel

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

4A.6 **Right to use defective product:**

If after delivery, acceptance and installation and within the contract period, the operation or use of the service 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's operation.

4A.7 **Payment terms :**

IRU Grantor and IRU User will permit each other to tap the OFC so given at any Termination point, in the route so given, to extend/tap connectivity as per requirement.

The IRU Grantor shall issue invoice for one time charges within 30 days of taking over for the OFC by the IRU user with the following documents:

(a) Tax Invoice for the period of service;

(b) Link Commissioning Certificate" (Format as per Annexure- 5.8a ) for the link.

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

Payment shall be made by the IRU User within 45 days of receipt of the invoice, subject to the fulfillment of the terms and conditions.

The IRU Grantor shall issue invoice for O& M charges after completion of each quarter and after submission of SLA report for the billing period from RailTel's section in charge and the same shall be paid by IRU User within 45 days of receipt of the Invoice. After deducting any penalty on account of SLA violation.

OTDR Reports, Power Meter Test Reports of all Sections, Latitude & Longitude of the end points and in between dropping to be submitted with jointly signed by RailTel official (Annexure-5.8(b), Annexure-5.8(c)).

Payment will only release once GSTR-1 and GST-3B are filed by the partner for the claimed invoice along with the OTDR Test and other test reports.

The IRU Grantor shall submit the Bank Guarantee (BG) 5% of the Purchase Order /Letter of Acceptance value (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 30days 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 (Pls. refer clause 3.29).

Note: Any performance guarantee up to a value of Rs. 5 Lakhs is to be submitted through online transfer only. The PG Amount of up to Rs. 5 Lakhs will not be accepted in any other form.

The value of performance Guarantee to be submitted by the IRU Grantor Party will not change for variation up to +25 % (in case of increase). In case during the course of validity of the contract, value of contract increases by more than +25% of the original contract value, an additional performance guarantee amounting to 5% for the excess value over the original contract value shall be deposited by IRU Grantor Party or Grantor Party has to submit performance guarantee of 5% of total revised value for further release of existing BG. This clause is applicable in case of extension of the contract or additional of routes.

The PBG shall be initially valid up to stipulated period (5 years) 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.

A separate advice of the BG will invariably be sent by the BG issuing bank to the RailTel 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

The Security Deposit/Performance Bank Guarantee shall be released after successful completion of Contract obligations under the contract, duly adjusting any dues recoverable from the successful tenderer.

**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 Grantor's Performance:**
- 4A.11.1** Delivery, 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 or its subcontractor(s) (if permitted by RailTel) should encounter conditions impeding timely delivery of the Products and performance of Services, the Grantor 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 Grantor'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 Grantor in the performance of its delivery obligations shall render the Grantor 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 IRU Grantor party fails to deliver the links or perform the Services within the time period(s) specified in the Contract, IRU Receiver party 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, 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, IRU Receiver party may consider termination of the Contract. However, nothing written under this clause precludes RailTel from invoking the entire PG for failure on the part of the IRU Grantor party 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:**

No Party shall be liable to the other Party if, and to the extent that, the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to change in applicable Law, fires, floods, explosions, epidemics, pandemic, quarantine restrictions, lockdown, accidents, acts of God, war, riots, strikes, lockouts or other concerted acts of workmen or acts of any Governmental Authority (each, a "Force Majeure Event"). The Party claiming the occurrence of a Force Majeure Event shall promptly notify the other Party in writing thereof and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of further developments. The Party so affected by a Force Majeure Event shall use its best efforts to remove the cause of non-performance, and shall resume performance hereunder with the utmost dispatch when such cause is removed. In case the Force Majeure Event continuous for a period of more than sixty (60) days, then User shall have the right to terminate the Agreement.

**4A.17 Resolution of Disputes**

4A.17.1 In the case of any dispute or difference arising out of or in connection with this Agreement or its performance, including any question regarding its existence, validity or termination (each, a "Dispute"), the Parties shall first endeavor to reach an amicable settlement of the Dispute through mutual consultation and negotiation. If the Parties are unable to reach an amicable settlement of the Dispute within thirty (30) Business Days from the date on which any Party gave notice to the other Party initiating the consultation process under this Clause 4A.17.1 any Party may refer the Dispute to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The seat and venue of arbitration shall be 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 **Inconsistency with Law:** The Contract is subject to statutory regulation in force & if any provision of this contract is inconsistent with such regulation, the same shall be modified accordingly,. Such inconsistency is inclusive of any directions given by regulatory body/Government of India in present and in future. If any provisions of this contract shall be held invalid. The remaining provisions hereof shall continue to be binding upon the Parties.

4A.19 **Addresses for Notices:**

Any notices, requests or other communications hereunder shall be in writing, addressed to the Parties at the addresses indicated below, unless a Party, by notice to the other Party, has changed its address. Notices mailed by registered or certified mail shall be deemed to have been received by the addressee on the day actually received as certified by the acknowledgement due following the mailing or sending thereof. Notices sent by facsimile shall be deemed to have been received when the delivery confirmation is received. Provided that any notice of change of address shall be deemed to have been received only when actually received.

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:**

Parties undertake to promptly discharge their respective tax liabilities and to pay any and all taxes, levies, duties, surcharges, fees, cess imposed, raised or demanded by any Governmental Authority (including without limitation GST), in connection with the performance of their respective obligations under this Agreement. All payments contemplated under this Agreement shall be subject to applicable withholding and GST.

4A.20.2 Income Taxes in India: The Contractor 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 IRU Grantor party. 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 IRU Grantor party shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

4A.21 **IRU Grantor's obligations:**

- 4A.21.1 The Grantor 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 Grantor 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 Grantor is obliged to work closely with the User's staff, act within its own authority and abide by directives issued by the RailTel and implementation activities.
- 4A.21.4 The Grantor 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 Grantor 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 Grantor 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](http://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 quarterly 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](http://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 both parties.

**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-5.10.

**4B.3 CONTRACT PERFORMANCE GUARANTEE**

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 Performance Guarantee 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 60 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 5 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 Grantor 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 Grantor 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 Grantor.

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

The Grantor 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 Grantor 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 Grantor.

**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,

**4B.11 INSPECTION OF MAN, MACHINE & WORKS**

Not used

**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 Grantor 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 is faction of the RailTel.

**4B.14 MAINTENANCE OF WORKS /CONTRACTS**

The maintenace 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**

Not used

**4B.16 WARRANTY**

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 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 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 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 RailTel'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, VAT (if any) 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 The CONTRACTOR shall be paid once in two months the maintenance charges for quarterly basis. Jointly signed by RAILTEL & contractor representatives and on submission of test results of power, OTDR readings etc. as required by the terms of the contract to the satisfaction of the Engineer.

4B.23.3 Submission of bills for O&M within 15 days for completed quarter is mandatory. Deduction from monthly maintenance charges if the Cumulative repair time of the faults in each billing period of as per SLA condition.

4B.23.4 Cumulative repair time does not include the down time taken for planned works like diversion of OFC, re-termination etc.

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 with-hold 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 IRU Grantor as per relevant paras of preamble.

#### 4B.25 **TAXES**

4B.25.1 The IRU Grantor 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 Sales Tax on Works Contract, the same will be deducted and remitted to the concerned authority.

#### 4B.26 **INSURANCE OF MATERIALS**

Not used

#### 4B.27 **FORCE MAJEURE CLAUSE**

Refer 4.A.44

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

Pls. refer clause 4A.17

#### 4B.29 **TERMINATION OF CONTRACT**

- i) The agreement executed shall be for a term of Five(5) years commencing from the Effective date. The Parties shall not be entitled to terminate and/ or revoke this Agreement,/arrangement at any time during the currency of this Agreement including the extension(s) thereof except in the following circumstances.

The Parties shall have the right to terminate this Agreement in the event of:-

any party's insolvency, bankruptcy liquidation, winding up, dissolution, assignment for the benefit of its creditors, appointment of a receiver; or

in the event of suspension, cancellation, or revocation of the requisite approvals, licenses, authorizations, and permits from the concerned government or regulatory bodies that are necessary for the purposes of this Agreement.

- ii) The IRU Grantor shall have the right to terminate this Agreement in the event that IRU User is in material breach of the Agreement, and, insofar as such breach is capable of being remedied, fails to remedy such breach within 30 business days after receipt of notice requiring it to do so.
- iii) IRU User shall have the right to terminate this Agreement in the event that IRU Grantor is in material breach of the Agreement, and, insofar as such breach is capable of being remedied, fails to remedy such breach within 30 business days after receipt of notice requiring it to do so.

The IRU user party shall have the right to terminate the agreement and shall be entitled to pro-rata refund from the IRU Grantor party if :

for continuous period of six months the average availability of OFC is less than 85% end to end and/or  
when the end link is not available on continuous basis for 15 days or more.

- iv) The parties may mutually decide to extend the agreement for another additional period years on terms and conditions commercially mutually acceptable to them.
- v) **Consequences of Termination or Expiry:**  
No party shall be relieved from any liability obligation in respect of any matters, undertakings or conditions that have or have been done, observed or performed by that party prior to termination or expiry, whichever is earlier, of the agreement.

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

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5.2	Technical Specifications
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5.12	Performa for affidavit by each consortium/jv member
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5.14	Consortium agreement /memorandum of agreement
5.15	Provision for procurement from a bidder which shares a land border with India

## ANNEXURE – 5.1

### Eligibility Criteria

Sl. No.	Technical Qualifying Criteria	Documentary proof required	Enclosed (Yes/No)	Page No.
1.	Bidder/JV/Consortium should be a TSP or have IP1 license and more than 2 years experience in providing IP1 services.	Valid TSP/ IPI license / document shall be uploaded.		
2.	Bidder/JV/Consortium should have 24 X7 helpdesk for fault management.	Details of NOC personnel with contact details should be provided		
3.	Bidder/JV/Consortium should not have been black listed / debarred by any statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs/PSBs) Telecom Service Providers / GST authorities as on date of submission of bid.	Declaration letter by bidder as per form given in Annexure-5.7		
4.	Bidder/JV/Consortium should have GST Registration.	Copy of GST Registration certificate, Copy of PAN Card, Income Tax Returns.		
5.	Bidder/JV/Consortium should have given on Lease dark fiber link of minimum 129 RKM (35% of RKM tendered) for a period of 12 months during the three preceding Financial Years i.e., FY 2022-23, FY 2023-24, FY 2024-25 and the FY 2025 - 26 .	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 RKM of OFC cable link/s for a minimum period of 12 months.		
6.	The Bidder/JV/Consortium shall submit documentary proof of the availability of, or arrangements to obtain, one pair of dark fiber on a lease basis along the Dimapur–Kohima–Imphal route within 60 days from the date of issue of the Purchase Order.	Documentary proof of ownership or Lease Agreement with TSP/IP-1 service provider for arranging one pair of dark fiber in Dimapur–Kohima–Imphal route.		

Sl. No.	Financial Qualifying Criteria	Documentary proof required	Enclosed (Yes/No)	Page No.
a.	<p><b><u>For Other than Startups:</u></b></p> <p>The bidder/Consortium/JV should have cumulative turnover from operations during the preceding 3 financial years: FY 2022-23, FY 2023-24, FY 2024-25 and in the FY 2025-26 financial year at least 150% of 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</p>	Audited Balance Sheet for FY 2022-23, FY 2023-24 & FY 2024-25, and for the F.Y. 2025-26, statement of contract receipt received duly certified by CA should be submitted.		

	<p>certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>			
<p>b.</p>	<p><b><u>For Startups:</u></b>                  The bidder should have cumulative turnover from operations during the preceding 3 financial years: FY 2022-23, FY 2023-24, FY 2024-25 and in the t financial year 2025-26 at least 50% of 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. <i>The contact details of CA/Statutory Auditor along with UDIN No. shall be mandatorily mentioned on copy of certified Balance Sheet/Certificate.</i></p>	<p>Audited Balance Sheet for FY 2022-23, FY 2023-24 &amp; FY 2024-5 for the current F.Y. 2025-26, statement of contract receipt received duly certified by CA should be submitted.</p>		

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 U/G Single Mode Optical Fibre G.652.D/G.657.A/ G.654.B/C/D/E . The OFC cable used shall have sufficient mechanical strength to withstand environmental conditions of the area for a period not less than 5 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: GeM Bid No. GEM/2026/B/7524821 Dt. 12.05.2026**

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 U/G OFC cable for link on hire basis for 5 year period as per details enclosed at Annexure 5.9 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 anyother Bidder responding to this Tender.

We have not induced or attempted to induce any other Bidder to submit or not to submit abid 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 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.....2026

\_\_\_\_\_  
(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 IRU Grantor 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. IRU Grantor 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. Leasing charges and O&M charges will be paid as per 4A.7; SLA and penalty will be calculated on monthly basis.

The **Bidder is required to ensure a minimum availability (Uptime) of 99% for the contracted link(s)**, on monthly basis. In case, the monthly availability falls below 99 % 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.

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

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

**Link Availability in %**

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

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

**1) Network Uptime:**

IRU Grantor party shall ensure that the fiber capacity leased to RailTel shall be for a high level of performance and will be available for 99% of time calculated monthly for the section /routes mentioned in Annexure 5.8(a), except for circumstances beyond the control of IRU Grantor like natural calamities .War, Riots, miscreant activities, fire explosion or any unforeseen risk act of public enemies etc. In the event of fiber is not maintained as above, the compensation payable by IRU Grantor will be calculated as under:

- a) Downtime breaks comprising of a continuous break in service for 1 hour or more shall only be considered .Breaks with duration of less than 1 hour shall be disregarded in computing the down time.
- b)
  - i) In case of any fiber cuts, IRU Grantor shall make every effort to restore the link in a period of six hours on a monthly average basis of 95% events, Eight hours on a monthly average basis for 3% events and ten hours on a monthly average basis 2% events.
  - ii) IRU Grantor shall carry out the temporary restoration in the event of a fiber cut, so that the links is up and the docket is closed. However the permanent restoration will be carried out by IRU Grantor in the next two or three calendar days under prior intimation to IRU User Party.
  - iii) In the event of a major failure due to natural calamities like floods etc. Requiring a long stretch of cable to be replaced, the restoration time will be extended to three calendar days. Networks outages of this category shall not be counted for the calculation of link down time.
- c) As soon as the uptime falls IRU User Party below the service level of 99%, IRU User Party will be entitled to claim an amount as detailed in Clause-2 below.  
Down Time = (99%-Actual uptime)
- d) The up percentage will be calculated up to two decimal points, e.g.98.99%.
- e) The down time below 99% will be calculated in minutes, rounded up to the nearest minute. Each 1% down time below is equal to 5256 minutes (2628 minutes for half year)The compensation to be paid for down time to arrive at applicable money payable to RailTel by IRU Grantor Party and detailed in clause 2 herein below.

**2) Compensation Payable for not meeting SLA (Uptime):**

- a) 100% to 99% -Nil
- b) 98.99 % to 98.00% - 5% of monthly maintenance amount.
- c) 97.99% to 96%-10% of the monthly maintenance amount.
- d) Less than 96% -15% of the monthly maintenance amount.

Calculation of % Uptime:

The link availability in terms of % uptime shall be calculated as below and then rounded up to two decimal points on monthly basis:

% Uptime (Monthly) =

$$\frac{(\text{No. of days in the month} \times 24 \text{ hours} \times 60 \text{ mins}) - (\text{Valid link down time})}{\text{No. of days in the month} \times 24 \text{ Hours} \times 60 \text{ Mins}} \times 100$$

**3) Fault Reporting Mechanism:**

IRU User shall lodge its complaints with IRU Grantor Party . IRU Grantor Party shall provide a customer support (24 hours x 7 days) over telephone .For this IRU Grantor Party shall advise IRU User Party the sequences of its official to be contacted from the lowest to the highest level, along with their office and residence telephone contact numbers. Similarly , IRU User Party will also advise the sequence of its-officials to be contacted from the lowest to highest levels, along with their office and residence telephone contact number to enable IRU User Party representative to contact representative to IRU User Party (and Vice versa)

- a) In the event of loss or degradation of signal at any end, if IRU User Party after checking the equipment end and finds a problem in the dark fiber, a docket shall be opened with IRU Grantor Party. All these dockets are to be preserved with full details for future reference. In the event of a damage or break the IRU Grantor Party dark fiber and the same is detected by IRU Grantor Party using IRU Grantor Party own fault detecting mechanism IRU Grantor Party shall open a docket and inform IRU User Party in turn.

- b) Once a docket is opened by either party, IRU Grantor Party shall repair the fault and inform back to IRU User Party who in Turn shall conform the same and close the docket after the failure is attended by IRU Grantor Party. A value of 0.3 db/Km between repeater section spaced about 50-60 Kms is the acceptable parameter for the closure of the docket. IRU Grantor Party will carry out restoration in a permanent way within 48 hours from the time of temporary restoration under prior intimation to IRU User Party.
- c) For computation IRU Grantor Party shall furnish IRU User Party, on demand, a detailed report informing outage log, indicating uptime, downtime and reasons thereof.

**3. CONFIDENTIALITY:**

The IRU Grantor Party 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 IRU Grantor Party 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 IRU User Party in divulging the information by the employees of the IRU Grantor Party, IRU User Party shall be indemnified. The IRU Grantor Party agrees to maintain the confidentiality of the Customer's information after the termination of the agreement also.

The IRU Grantor Party 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.

4. 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, IRU User Party may decide to process partial payment of the pending invoices. No interest, or other compensation, shall be paid by IRU User Party 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, ..... (name of 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 Rs .....only.

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

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

We, .....(name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made onus 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 ..... (Rupees ..... only).
- (ii) This Bank guarantee shall be valid upto .....
- (iii) We are liable to pay the guaranteed amount or nay part thereof under this Bank Guarantee only and only if you serve upon the bank, written claim or demand on or before .....

Dated the ..... day of.....2026

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..... 2026 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,

Date

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

Sub: Leasing of one pair of Dark Fibre Link on IRU Basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region

Ref: GeM Bid No. GEM/2026/B/7524821 Dt. 12.05.2026

Sir,

I/We hereby declare that my company has not been debarred / black listed by any statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs/PSBs) Telecom Service Providers / GST authorities as on date of submission of bid. 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(a)**

**ACCEPTANCE CERTIFICATE**

Date:

FOR IRU USER LINK

FROM.....TO.....OF.....  
 RKM 368 km (Approx.).....ACTUAL ROUTE KILOMETER (OTDR DISTANCE)

IRU USER LINK ID:.....

IRU USER LINK PORTION	FROM	TO	NAME/ID OF CORROSPONDING TERMINAL/INTERMIDIATE STATION/POP	LATITUDE OF TERMINAL/INTERMIDIATE STATION/POP	LONGITUDE OF TERMINAL/INTERMIDIATE STATION/POP

Enclosures: Test Report

IRU User Link Accepted by:

Signature of IRU User representative:

Date:

IRU Grantor Link Handed over by:

IRU User representative:

Date:

.....  
 Remarks: All Routes are subjected to measurement if actual OTDR length.

**ANNEXURE-5.8(b)**

**ACCEPTANCE TESTING**

**OFC**

- 1) Dark Fiber Attenuation = 0.3 dB per Km
- 2) Average loss at event = 0.1 dB
- 3) Average splice loss of link = 0.05 dB
- 4) Max connector loss at any termination = 0.5 dB per connector

Format for compiling acceptance test results is as follows:

The total attenuation shall not exceed 0.3 dB/km excluding connector & termination loss

**POWER METER TEST REPORTS**

Route:

Start Location (A)

Test Equipment Make & Model:

Reference (A-B):

Date:

End Location (B)

Calibration Due Date:

Reference (B-A):

PERMISSIBLE LINK LOSS:  $(L \times 0.3) + (\text{No of Splices} \times 0.05) + 2 \times \text{Connector Loss (0.3 dB)}$

Fiber No	Optical Distance in Kms	Power meter reading at 1550 nm		Average loss in dB 1550 nm	Remarks
		A-B	B-A		
		1550 nm	1550 nm		
1					
2					
3					
4					

Signature of IRU Grantor representative

Signature of IRU User representative

Date:

**ANNEXURE-58(c)**

**OTDR EVENT REPORTS**

Route:  
Link Reference:

Date:  
Start Location (A):  
End Location (B):

Fiber No.	Termination No.1			Termination No.2			Termination No ...			Termination No,,,			Termination No.8		
	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B	A>B
1															
2															
3															
4															

OTDR: "Optical time domain reflectometer"

Upon finalization of the Acceptance Testing of this, by the IRU USER Party, an Acceptance Certificate shall then be issued by the IRU User Party to the IRU Party ,as per the format agreed under, ANNEXURE-I.

Signature of IRU Grantor representative

Signature of IRU User representative

Date:

**ANNEXURE-5.9****Optical Fibre Link Connectivity Requirement Details in Dimapur – Kohima – Imphal Route**

SI No.	Link details		Approx. RKM
	POINT A	POINT B	
1	PADAM PUKHERI ODE	MEDZIPHEMA	33
2	MEDZIPHEMA	KOHIMA	49
3	KOHIMA	KIGWEMA	25
4	KIGWEMA	TADUBI	50
5	TADUBI	PHAIBUNG	49
6	PHAIBUNG	KACHAI	50
7	KACHAI	SINAKEITHEI	46
8	SINAKEITHEI	SAIKUL	28
9	SAIKUL	IMPHAL RCIL PoP	40

**SCHEDULE-1**

Type of Route : NLD

S. No.	From	To	Pair(Nos.)	Length (Approx. Rkm.)
1	PADAM PUKHERI ODE	IMPHAL RCIL PoP	1	368

With repeater (Termination) at Mezidziphema, Kohima, Kigwema, Tadubi, Phaibung, Kachai, Sinakeithei &amp; Saikul,

**Annexure – 5.10**

**AGREEMENT**

(CA No. \_\_\_\_\_ for the work of “Leasing of one pair of Dark Fibre Link on IRU Basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region”

This AGREEMENT is made at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_ two thousand and Twenty four, by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Corporate office at Plate-A, 6<sup>th</sup> Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 and Eastern Regional Office at 19th Floor, Aurora Waterfront Building, Plot No. 34/1, Block GN, Sector-V, Salt Lake City, Kolkata – 700 091 acting in the premises through /Eastern Region (hereinafter referred to as ‘RailTel’, which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And \_\_\_\_\_ having its registered office at \_\_\_\_\_ acting in the premises through \_\_\_\_\_ (hereafter referred to as “Contractor”, which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for Tender by RailTel for the work of Leasing of one pair of Dark Fibre Link on IRU Basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region” as per tender papers at Annexure ‘A’ read with Corrigendum Issued by RailTel hereto, the Contractor has submitted a Tender as per Annexure ‘B’ hereto

AND WHEREAS the said Tender of the Contractor has been accepted for the work of “Leasing of one pair of Dark Fibre Link on IRU Basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region” as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ completewith enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) duly accepted by the contractor.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Contractor provided for herein, the Contractor shall supply all equipment and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure ‘B’ and ‘C’ hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Contractor at the rates accepted as per the said Annexure ‘C’ and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri \_\_\_\_\_ for and on behalf of RailTel Corporation of India Ltd.

The contract within named in the presence of:

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

Address :

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-5.11**

**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

**Annexure-5.12**

**PERFORMA FOR AFFIDAVIT BY EACH CONSORTIUM/JV MEMBER**

(To be given separately by each Consortium/Joint Venture member of the Bidder on Stamp Paper of appropriate value)

I, \_\_\_\_\_ S/o \_\_\_\_\_, Resident of \_\_\_\_\_, the [insert designation] of the [insert name of single bidder / Consortium/Joint Venture member if Consortium/Joint Venture] do solemnly affirm and state as follows:

- 1) I say that I am the authorized signatory of [insert name of company/Consortium/Joint Venture member] (hereinafter referred to as "Bidder/Consortium/Joint Venture Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium/Joint Venture Member to swear and depose this Affidavit on behalf of the Bidder/Consortium/Joint Venture Member.
- 2) I say that I have submitted information with respect to our eligibility for RailTel Corporation of India Ltd. (hereinafter referred to as "RCIL") (NAME OF WORK) (hereinafter referred to as 'Project') Request for Proposal ('RFP') document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
- 3) I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by RCIL to verify our credentials / information provided by us under this tender and as may be deemed necessary by RCIL.
- 4) I say that if at any point of time including the extension period, in case RCIL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of RCIL.
- 5) I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
- 6) I state that all the terms and conditions of the Request for Proposal (RFP) document has been duly complied with.

**DEPONENT**

**VERIFICATION**

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed. Verified at, on this \_\_\_\_\_ day of \_\_\_\_\_.

**DEPONENT**

**Annexure-5.13**

**JOINT VENTURE AGREEMENT/MEMORANDUM OF AGREEMENT**

(On Stamp Paper of Rs fifty)

This Joint Venture Agreement/Memorandum of Agreement is executed at (place) on this \_\_\_\_ day of \_\_\_\_\_, 2026.

BETWEEN

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the 'OTHER PART'

AND

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the 'OTHER PART'

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as 'RCIL') has invited tenders for the "**(NAME OF WORK)**" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Joint Venture for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Joint Venture between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Joint Venture for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS JOINT VENTURE AGREEMENT/Memorandum of Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Joint Venture to participate in the tender process for "**(NAME OF WORK)**" in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Joint Venture have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Joint Venture so that the Joint Venture may take up the aforesaid "**(NAME OF WORK)**" in case the Joint Venture turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Joint Venture have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Joint Venture fulfills the prequalification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for "**(NAME OF WORK)**"

4. That the Joint Venture have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Joint Venture for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.

5. That the share-holding of the members of the Joint Venture for this specified purpose shall be as follows:

(i) The Lead Member shall have \_\_\_\_\_ per cent (\_\_\_ %) of share-holding/participation with reference to the Joint Venture for this specified project.

(ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_ %) of share-holding/participation with reference to the Joint Venture for this specified project.

(iii) The Participant Member shall have \_\_\_\_\_ (\_\_\_ %) of share-holding/participation with reference to the Joint Venture for this specified project.

6. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Joint Venture, the Members of the Joint Venture undertake to provide their own nominees as share-holders to the extent of their respective share-holding for the purpose of formation of a Special Purpose Company (SPC) through which the Joint Venture proposes to undertake the \_\_\_\_\_ of RCIL.

7. That if any change in the membership of the Joint Venture be required to be made by the members of the Joint Venture, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.

8. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Joint Venture, they undertake to do the needful and to participate in the same for the purpose of the said project.

9. That it is clarified by and between the members of the Joint Venture that execution to this Joint Venture Agreement/Memorandum of Agreement by the members of the Joint Venture does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Joint Venture shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Joint Venture Agreement is limited in its operation to the specified project.

10. That the Members of the Joint Venture undertake to specify their respective roles and responsibilities for the purposes of implementation of this Joint Venture Agreement and the said project if awarded to the Joint Venture in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Joint Venture Members to meet the requirements and stipulations of RCIL.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. \_\_\_\_\_  
(\_\_\_\_\_)  
Managing  
Director

2. \_\_\_\_\_  
(\_\_\_\_\_)  
Managing  
Director

3. \_\_\_\_\_  
(\_\_\_\_\_)  
Managing  
Director

\_\_\_\_\_  
(\_\_\_\_\_)  
For (Name of  
company)

\_\_\_\_\_  
(\_\_\_\_\_)  
For (Name of  
company)

\_\_\_\_\_  
(\_\_\_\_\_)  
For (Name of  
company)

WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Enclosure:**

Board resolution of each of the Joint Venture Members authorizing:

- (i) Execution of the Joint Venture Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**Annexure-5.14**

**CONSORTIUM AGREEMENT /MEMORANDUM OF AGREEMENT**

(On Stamp Paper of appropriate value)

This Consortium Agreement is executed at on this \_ day of \_\_\_\_.

BETWEEN

M/s. , a Company incorporated under the Companies Act, 1956 and having its Registered Office at acting through its Managing Director, duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the „LEAD MEMBER“ which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

M/s . . . . , a Company having its Office at and Office at ..... acting through its Joint President/ MD/.., , duly authorized by a resolution of the Board of Directors dated \_ (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART“

AND

M/s. . . . , a Company having its Office at and Office at ..... acting through its Joint President/ MD/....., , duly authorized by a resolution of the Board of Directors dated (hereinafter referred to as the (“Participant member”) which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART“

Whereas RailTel Corporation of India Ltd. (hereinafter referred to as „RCIL“) has invite tenders for the “(NAME OF WORK)” in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by RCIL for participating in the bid by the Consortium for handling the project for which the tender has been floated by RCIL.

AND WHEREAS in terms of the bid documents the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM Agreement hereby WITNESSES:

1. That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for “(NAME OF WORK)” in terms of the tender invited by RailTel Corporation of India Ltd., (RCIL).
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by RCIL for awarding the tender to the Consortium so that the Consortium may take up the aforesaid “(NAME OF WORK)” in case the Consortium turns out to be the successful bidder in the bid being invited by RCIL for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the prequalification/ eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for “(NAME OF WORK)”
4. That the Consortium have agreed to nominate any one of , and as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid

documents such as Tender Application Form etc., Mandatory Information, Financial Bid. Etc., and such other documents as may be necessary for this purpose.

5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of RCIL subject to the conditions as may be stipulated by them in this regard.
6. That in case to meet the requirements of bid documents or any other stipulations of RCIL, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project, if awarded to the Consortium, to meet the requirements and stipulations of RCIL.
9. The consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be **REJECTED**.
10. All partners of the consortium shall be jointly and severally liable to RailTel for the execution of the entire contract in accordance with its terms.
11. Each Consortium member has minimum 20% contribution in the work and role/scope of each member is enclosed.
12. Power of Attorney by all members of the Consortium in favor of the Lead Member is also enclosed.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN

1. (            )	2. (            )	3. (            )
Managing Director	Managing Director	Managing Director
For (Name of company)	For (Name of company)	For (Name of company)

WITNESSES:

- 1.
- 2.

Enclosure:

Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

**Annexure-5.15**

**GUIDELINES REGARDING PROVISION FOR PROCUREMENT FROM A  
BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)].
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  1. An entity incorporated, established or registered in such a country; or
  2. A subsidiary of an entity incorporated, established or registered in such a country; or
  3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  4. An entity whose beneficial owner is situated in such a country; or
  5. An Indian (or other) agent of such an entity; or
  6. A natural person who is a citizen of such a country; or
  7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation -
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  7. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Certificate to be given by the Tenderer:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

**Certificate to be given by Tenderer for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that I am not from such a country or, if from such a country, I have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and I am eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

\*\*\*\*\*

**PART – 6**

**ANNEXURE-6.1**

**PRICE BID FORMAT**

**(Price Bid: Financial part of e-Tender)**

To,

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

Dear Sir,

**Ref: GeM Bid No. GEM/2026/B/7524821 Dt. 12.05.2026**

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 “Leasing of one pair of Dark Fibre Link on IRU Basis for 5 years with En-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur – Kohima – Imphal route including maintenance of link for 5 years for RailTel Corporation of India Ltd., Eastern Region”

Srl. No.	Description of work	Point to point price per month (Including GST (Rs.))	Number of months of lease	Total Amount (Rs.)
1	Leasing of one pair of Dark Fibre Link on IRU Basis for 5 years with en-route Drops at 8 Locations for Creation of DWDM Backbone in Dimapur–Kohima–Imphal for RailTel Corporation of India Ltd., Eastern Region including Annual Maintenance charges for 1st year, 2nd Year, 3rd Year, 4th year and 5th year.	(to be quoted in GeM portal only)	60	

1	<b>Tenderer shall fill-up lease charges of one pair of fiber per month in GeM portal including AMC charges for 1<sup>st</sup> year, AMC charges for 2<sup>nd</sup> year, AMC charges for 3<sup>rd</sup> year, AMC charges for 4<sup>th</sup> year and AMC charges for 5<sup>th</sup> year.</b>
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.
7.	Payment will be made on the basis of accepted dark fibre links hired. However, total claim for payment shall not exceed the quoted cost.

Dated this ..... day of ..... 2026

(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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## Chapter - 5

### INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

#### 1. GENERAL INSTRUCTIONS

- 1.1 Tender is invited by the Principal Executive Director/Eastern Region on behalf of M/s RailTel Corporation of India Limited, Kolkata for the work as defined in Instructions for Bidders and Conditions 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 also such 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. 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 there of 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 – 12 by RailTel.
- 5.3 The Earnest Money receipt shall be incorporated in the tender document. The Earnest Money should be furnished through net banking in favour of M/s RailTel Corporation of India Limited, Eastern Region, Kolkata.
- 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 If the tender is accepted, the amount of Earnest Money, if available will be held as security deposit as per relevant para of Preamble of tender document for due and faithful fulfillment of contract.
- 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 – 12.
- 5.7 The Security Deposit 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.- Not Applicable
- (ii) They shall also be exempted from depositing Earnest Money.

(i) **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/UDYAM registration certificate otherwise their offer would not be considered.
- iii. RailTel is registered with m1xchange TReDS Platform having Buyer registration Number "BUYER0001496". 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 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:**

Not used.

### **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 as sign 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.	EMD for Rs. 8,86,000/- or document in support for exemption from submission of EMD along with Bid Security Declaration <b>(Mandatory)</b>		
2.	Power of Attorney (clause-2.2, 2.6.3 Chapter-1) <b>(Mandatory)</b>		
3.	Notarized Affidavit - Annexure-A (clause-2.1, 2.6.3 Chapter-2) <b>(Mandatory)</b>		
4.	Uploading of digitally signed Tender document (online) <b>(Mandatory)</b>		
5.	Documentary evidence against Technical & Financial eligibility criteria (Clause 3.2, Part-3) <b>(Mandatory)</b>		
6.	Offer Letter <b>(Mandatory)</b> (Annexure-5.3)		
7..	Compliance statement for acceptance of technical specification & SLA Terms & Conditions Annexure 5.2 & Annexure-5.4		
8.	Deviation Statement, if any, (Chapter wise and Clause wise) from Technical Specification & Tender conditions		
9.	Miscellaneous/ supporting documents asked for in the tender document wherever required to meetup respective criteria		
9.	Notarised Affidavit & MOU in case of Consortium/ Joint Venture/ Partnership <b>(Mandatory)</b>		
10.	Offline submission of the original document to RailTel/ER office (i) Notarised affidavit (ii) Power of Attorney/ Authorisation (iii) Bid Security Declaration ( <i>applicable if EMD exemption is claimed</i> ) <b>(Mandatory)</b>		

**\*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 \*\*\*\*\*